

MOBILE HOUSING BOARD

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

A.C.O.P.

10/1/08

Adopted

2/1/09

Effective Date

Note: This plan (ACOP) also serves as our "Tenant Selection and Assignment Plan (TSAP)" because it meets the requirements for a TSAP and provides the details as to how this Agency processes the selection and assignment of applicants for Public Housing.

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I. Introduction

- A. Mission Statement: - We will competitively provide marketable, quality housing and community and economic development opportunities for our customers.

We will provide programs and services that are sensitive to our customers changing needs by coordinating our efforts with our public and private partners.

We will be proficient, ethical and accountable in the use of resources and in the discharge of our public trust.

We will recognize residents as our ultimate customer.

- B. Purpose of Policy: - The purpose of this policy (**Admissions and Continued Occupancy Policy**) is to establish guidelines for the Mobile Housing Board (MHB) staff to follow in determining eligibility for admission to and continued occupancy of public housing. The basic guidelines for this policy are governed by requirements of The Department of Housing and Urban Development (HUD), with latitude for local policies and procedures. The Policies and Procedures governing Admissions and Continued Occupancy are outlined in this policy and these requirements are binding upon applicants, residents and the MHB. Changes in applicable federal law or regulations shall supercede provisions in conflict with this policy.

Federal Regulations shall mean those found in 24 Code of Federal Regulations (CFR).

- C. Primary Responsibilities of the MHB:

1. Informing eligible families of the availability of public housing assistance;
2. Determining and posting utility allowances;
3. Receiving applications from families and determining their eligibility for assistance;
4. Inspecting public housing units to determine that they meet or exceed Uniform Physical Condition Standards (UPCS);
5. Lease enforcement;
6. Collecting rent and all other charges on a monthly basis from residents;
7. Annual/interim re-examinations of income, family composition and redetermination of rent;

8. Authorizing and processing evictions;
9. Ongoing maintenance and modernization of the public housing inventory;
and
10. Annual updates of:
 - Flat rents/ceiling rents
 - Utility allowance schedules
 - Annual and five year plans
 - Grievance panel
 - Local childcare rate comparability
 - Maintenance charges
 - Income limits

D. Objectives: - The objectives of this policy are to:

1. Promote the overall goal of providing housing that is drug free, decent, safe, and sanitary:
 - (a) Insuring a social and economic mix of residents within each public housing neighborhood in order to foster social stability and upward mobility.
 - (b) Insuring the fiscal stability of the MHB.
 - (c) Lawfully denying admission or continued occupancy to applicants or residents whose presence in a public housing neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to MHB employees.
 - (d) Insuring that elderly families can live in public housing and/or have someone to help them live independently as in the case of a live-in aide.
2. Facilitate the efficient management of the MHB and compliance with Federal Regulations by establishing policies for the efficient and effective management of the MHB inventory and staff.
3. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy in public housing are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

II. Nondiscrimination

A. Complying with Civil Rights Laws:

1. Civil rights laws protect the rights of applicants and residents to equal treatment by the MHB in the way it carries out its programs. It is the policy of the MHB to comply with all civil rights laws, including but not limited to:
 - Title VI of the Civil Rights Act of 1964, which forbids discrimination on the basis of race, color, religion, national origin or sex;

NOTE: The MHB is not only permitted but is required to provide persons with disabilities with housing that is appropriate for their needs. This accessible or adaptable housing, although different from that provided to others, is permitted because it permits persons with disabilities to participate in the public housing program.

- Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination;
 - Executive Order 11063;
 - Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities;
 - The Age Discrimination Act of 1975, which establishes certain rights of the elderly;
 - Title II of the Americans with Disabilities Act of 1990 (ADA) requires that the HA provide individuals with disabilities with access to its programs, services and activities including, common areas and public spaces. However, Title II does not require that individual housing units be accessible to individuals with disabilities; rather, Section 504 and the Fair Housing Act govern access for individuals with disabilities to the HA's housing units;
 - Any applicable state laws or local ordinances, and;
 - Any legislation protecting the individual rights of residents, applicants, or staff that may subsequently be enacted.
2. The MHB shall not discriminate because of race, color, national origin, sex, religion, familial status, or disability in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land that is part of a development under the MHB's jurisdiction covered by a public housing Annual Contributions Contract with HUD.
 3. The MHB shall not, on account of race, color, national origin, sex, religion,

familial status, or disability:

- Deny anyone the opportunity to apply for housing (when the waiting list is open), nor deny to any qualified applicant the opportunity to lease housing suitable to their needs;
 - Provide anyone housing that is different (of lower quality) from that provided others;
 - Subject anyone to segregation or disparate treatment;
 - Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
 - Treat anyone differently in determining eligibility or other requirements for admission;
 - Deny anyone access to the same level of services; or
 - Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
4. The MHB shall not automatically deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents or families whose head or spouse is a student). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her attributes and behavior.
5. The MHB will correct situations or procedures that create a barrier to equal housing opportunity for all. To permit people with disabilities to take full advantage of the MHB's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, there are requirements, optional actions and prohibitions:
- (a) The MHB must, upon request by an applicant or resident with a disability:
- Make structural modifications to its housing and non-housing facilities and;
 - Make reasonable accommodations in its procedures or practices unless such structural modifications or reasonable accommodations would result in an undue financial and administrative burden on the Authority, or would result in a fundamental alteration in the nature of the program.
- (b) In making structural modifications to "existing housing programs" or in carrying out "other alterations" for otherwise qualified persons with disabilities, the MHB may, but is not required to:
- Make each of its existing facilities accessible;

- Make structural alterations when other methods can be demonstrated to achieve the same effect;
 - Make structural alterations that require the removal or altering of a load-bearing structural member; or
 - Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level.
- (c) When the MHB is making "substantial alterations" to an existing housing facility the MHB may, but is not required to:
- Provide an elevator in any multifamily housing project solely for the purpose of locating accessible units above or below the grade level;
 - Make structural alterations that require the removal or altering of a load-bearing structural member; or
 - Make structural alterations to meet minimum accessibility requirements where it is structurally impracticable also.

NOTE: The undue burdens test is not applicable to housing undergoing "substantial alteration."

6. The MHB will not permit these policies to be subverted to do personal or political favors. The MHB will not offer units in an order different from that prescribed by this policy, since doing so violates the policy, federal law, and the civil rights of the other families on the waiting list.

B. Making Programs and Facilities Accessible to People with Disabilities.

1. Facilities and programs used by residents will be accessible to a person in a wheelchair. Application and management offices, hearing rooms, community centers, day care centers, laundry facilities, craft and game rooms, etc. (to the extent that the HA has such facilities) will be usable by residents with a full range of disabilities. To the extent that the HA offers such facilities, if none is already accessible, some will be made so, subject to the undue financial and administrative burden test.
2. Documents used by applicants and residents will be accessible for those with vision or hearing impairments. All documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible. Unless prohibited by local law, documents may be translated into languages other than English.

NOTE: In general, documents will be translated when there are sufficient numbers of applicants or residents speaking a language to warrant the expense.

3. The MHB will present examples to help applicants and residents understand eligibility, rent computation, applicant screening, reasonable accommodations, and lease compliance. In writing materials for applicants and residents, the MHB staff will be prepared to explain rules and benefits verbally, as often as may be needed, because some disabilities may affect an applicant's ability to read or understand.
4. When the MHB has initial contact with the applicant, the MHB staff will ask whether the applicant requires an alternate form of communication. Examples of alternative forms of communication might include, but are not limited to:
 - A qualified sign language interpreter provided for and paid for by the MHB;
 - Having written materials explained orally by staff either in person or by telephone;
 - Provision of written materials in large/bold font; information on audiocassette;
 - Permitting applicants to file applications by mail;
 - And, permitting alternative sites for the receipt of applications. In addition, the MHB's obligation to provide alternative forms of communication to persons with disabilities does not preclude an individual's right to have a friend, relative or advocate accompany him/her for purposes of conducting business with the MHB.
5. Some applicants will not be able to read (or to read English) so the intake staff must be prepared to read and explain anything that they would normally hand to an applicant to be read or filled out. Applicants who read or understand little English may furnish an interpreter who can explain the process. The MHB is not required to pay the costs associated with having a foreign language interpreter (as they are for sign language interpreters for the hearing impaired because the Fair Housing law makes no such requirement).
6. At a minimum, the MHB will prepare information to be used by applicants and residents in plain-language accessible formats.

III. Family Information, Verification & Privacy Rights

- The family must supply any information that the MHB or HUD determines is necessary in the administration of the public housing program. "Information" includes any requested certification, release or other documentation.
- The family must supply any information requested by the MHB or HUD for use in a regularly scheduled reexamination or an interim reexamination of family income, community service requirements and family composition in accordance

- with HUD requirements.
- Any information supplied by the family must be true and complete.
- The use or disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with the administration of the program.
- Applicants will be required to sign the Federal Privacy Act Statement, which states under what conditions HUD will release resident information.
- Requests for information by other parties must be accompanied by a signed release request in order for the MHB to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law or regulations.

IV. Missed Appointments

A. Types of Appointments:

An applicant or resident who fails to keep an appointment without notifying the MHB and without rescheduling the appointment shall be sent a notice of termination of lease or withdrawal of application for failure to supply such certification, release of information or documentation as the MHB or HUD determines to be necessary in the following situations:

- Complete Application;
- Bringing in Verification Information;
- Briefing prior to Occupancy;
- Leasing Signature;
- Inspections (or failure to allow the MHB to inspect the dwelling unit at reasonable times and after reasonable notice, if applicable);
- Recertification;
- Interim Adjustment;
- Other Appointments or Requirements to Bring in Documentation as Listed in this Plan;
- Scheduled Counseling Sessions;
- Move-In appointments.

B. Process When Appointment(s) Is Missed:

1. Applicants:

If the family does not appear or call to reschedule an appointment as required, the MHB will send a notice of removal of the application from the waiting list.

2. Residents:

For most of the functions above, the family will be given the opportunity for two appointments. If the family does not appear or call to reschedule the original appointment as required, the MHB will send a second appointment letter along with a "Termination and Demand for Possession" notice. If the

second appointment is attended the termination will be canceled.

NOTE: If the representative of the MHB and/or Hearing Officer makes a determination in favor of the applicant/resident, the MHB will comply with the decision unless the provisions of Section VI of the Grievance Procedure is applicable to the hearing officers decision.

C. Letters Mailed to Applicant(s)/Resident(s) by the MHB:

If an applicant/resident claims they did not receive a letter mailed by the MHB, that requested the applicant/resident to provide information or to attend an interview, the MHB will determine whether the letter was returned to the MHB. If the letter was not returned to the MHB, the applicant/resident will be assumed to have received the letter.

NOTE: If the letter was returned to the MHB and the applicant can provide evidence that they were living at the address to which the letter was sent, the applicant will be reinstated with the date and time of the application in effect at the time the letter was sent.

Applicants must notify the MHB, in writing, if their address changes during the application process.

V. Misrepresentation by the Applicant, Resident, or Third Party Verification Source

If an applicant, resident, or third party verification source is found to have made willful misrepresentations at any time that resulted in the applicant or resident being classified as eligible, when, in fact, they were ineligible, applicant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentation by the applicant/resident and/or the third party verification source. If such misrepresentation resulted in resident paying, a lower rent than was appropriate, resident shall be required to pay the difference between the actual payments and the amount that should have been paid. In justifiable instances, the MHB may take such other actions, as it deems appropriate, including referring the applicant, resident and/or party supplying fraudulent information to the proper authorities for possible criminal prosecution.

VI. Eligibility for Admission and Processing of Applications

A. Affirmative Marketing:

1. The MHB will conduct affirmative marketing as needed so the waiting list includes a mix of applicants with races, ethnic backgrounds, ages and disabilities proportionate to the mix of those groups in the area population. The marketing plan will take into consideration the number and distribution

of vacant units, units that can be expected to become vacant because of move-outs, and characteristics of families on the waiting list. The MHB will review these factors regularly to determine the need for and scope of marketing efforts. All marketing efforts will include outreach to those least likely to apply.

(a) Marketing and informational materials will:

- Comply with Fair Housing Act requirements on wording, logo, size of type, etc.;
- Describe the housing units, application process, waiting list and preference structure accurately;
- Use clear and easy to understand terms including any non-English media available in the area;
- Contact agencies that serve potentially qualified applicants least likely to apply (e.g. the disabled) to ensure that accessible/adaptable units are offered to applicants who need their features;
- Make clear who is eligible: low-income individuals and families; working and non-working people; and people with both physical and mental disabilities; and
- Be clear about the MHB's responsibility to provide reasonable accommodations to people with disabilities.

(b) Outreach:

As much information, as possible about Public Housing will be disseminated through local media (newspaper, radio, television, etc.). For those who call the MHB Office, the staff should be available to convey essential information, or:

- The MHB may hold meetings with local community agencies.
- The MHB may sponsor "open house" programs within the public housing community to attract potential residents to view a public housing unit.
- The MHB may make known to the public, through publications in a newspaper of general circulation as well as through minority media and other suitable means, the availability and nature of housing assistance for lower-income families. The notice shall inform such families where they may apply for Public Housing. The MHB shall take affirmative actions to provide opportunities to participate in the program to persons who, because of such factors as race, ethnicity, sex of household head, age, or source of income, are less likely to apply for Public Housing. When there is a Local Housing Plan, "Comprehensive Housing Affordability Strategy" (CHAS), the MHB planned programs will be incorporated in the CHAS.

B. Qualifying for Admission:

The term “qualifying” refers to applicants who are eligible and able to meet the applicant selection standards.

1. It is the MHB's policy to admit only qualified applicants.
2. An applicant is qualified if he or she meets all of the following criteria:
 - (a) A family, as defined in the appendix;
 - (b) Meets HUD requirements on citizenship or immigration status;
 - (c) Has an annual income (as defined in the appendix) at the time of admission that does not exceed the income limits (maximum incomes by family size established by HUD) posted in the MHB offices;
 - (d) Provides documentation of Social Security numbers for family members age 6 or older; and
 - (e) Meets the Applicant Selection Criteria in VI including completing the MHB-approved pre-occupancy orientation session if requested.

C. Establishing and Maintaining the Waiting Lists.

1. Administration of the Waiting Lists:

It is the policy of the MHB to administer its waiting lists as required by HUD's regulations.
2. Opening and Closing Waiting Lists
 - (a) For any unit size or type, if the MHB's waiting lists have sufficient applications to fill anticipated vacancies for the coming 12 months, the MHB may elect to:
 - Close the waiting list completely;
 - Close the list during certain times of the year; or
 - Restrict intake by preference, type of project, or by size and type of dwelling.
 - (b) A decision to close the waiting list will consider the number of applications for each size and type of unit, the number of applicants who qualify for a preference, and the ability of the MHB to house applicants in 12 months. Decisions to close waiting lists, restrict intake, or open waiting lists will be publicly announced.
 - (c) When the waiting list is closed, the MHB will not maintain a list of individuals who wish to be notified when the waiting list is re-opened.
3. Determining if the Waiting List may be Closed.
 - (a) Closing of Application Taking:

The MHB will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means that applications for public housing units are being suspended. To reach persons who cannot read the newspapers, the MHB will

distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

(b) Opening of Application Taking:

When the MHB decides to start taking applications, the waiting list may be opened by bedroom size. The MHB will make known to the public through publication in a newspaper of general circulation, minority media, or other suitable means the availability and nature of housing assistance for eligible families. The notice must contain the following:

- The date applications will be accepted and the location where applications can be completed. If the MHB anticipates suspending the taking of applications after a period of time, the closing date must be published;
- Advise families that applications will be taken at the designated office;
- Briefly describe the public housing program;
- State that applicants for public housing must specifically apply for the public housing units and those applicants for public housing may also apply for the Section 8 program, if applicable, and they will not lose their place on the public housing waiting list if they also apply for Section 8 assistance. For this to be applicable the MHB must have a Section 8 program and be accepting applications for Section 8 assistance; and
- To reach persons who cannot read the newspapers, the MHB will distribute fact sheets to the broadcasting media. Personal contacts with the news media and with community service personnel, as well as public service announcements, will be made.

<p>NOTE: The application taking closing date may be determined administratively at the same time that the MHB determines when to open enrollment. The open enrollment period shall be long enough to allow sufficient applicants that will be required in the next 12 months because of the projected turnover and the number of public housing vacancies.</p>

4. Updating the Waiting List:

At least once a year the MHB will update each waiting list by contacting all applicants in writing, or by the method designated at initial application by applicants with disabilities. Written communications will be sent by first class mail to the most current address supplied by the applicant. This is in addition to ongoing purging through the offering of units. (Offer letter must state that failure to respond will result in removal from the waiting list).

<p>NOTE: If no response is received, the MHB will withdraw the name of an applicant from</p>

the waiting list. Mail returned undeliverable by the post office will be retained unopened by the MHB in the applicant file.

At the time of initial intake, the MHB will advise families that they must notify the MHB, in writing, when their circumstances, mailing address or phone number(s) change.

5. Change in Preference Status While on the Waiting List:

- (a) Situations of some families who did not qualify for a preference when they applied may change so they are qualified for a preference. The family should contact the MHB so their status may be certified or verified. Applicants whose preference status changes while they are on the waiting list retain their original date and time of application, or application number, as applicable.
- (b) If the MHB determines that the family does now qualify for a preference, they will be moved up on the waiting list in accordance with their preference(s) and their date and time of application. They will then be informed in writing of how the change in status has affected their place on the waiting list.

D. Processing Applications for Admission:

1. How to Apply:

Families wishing to apply for public housing must complete an application packet for public housing assistance at the site in which they would like to reside.

Application packets will be distributed and accepted at all public housing site offices listed in Exhibit 1.

Applications are taken to compile a waiting list. Due to the demand for housing in the MHB's jurisdiction, the MHB may take applications on a "continuous" basis, depending on the length of the waiting list.

Applications are received at MHB's offices during specified dates and business hours posted at the MHB's offices.

Applications are to be dated and time-stamped upon receipt.

Individuals who have a physical impairment which would prevent them from completing an application may call or write the MHB to make special arrangements to complete their application. A Telecommunication Device for the Deaf (TDD) is no longer required as these services are available through the telephone service provider. If the applicant is visually impaired, all notices will be in a format understandable by the applicant.

In order for an application to be processed, state certified birth certificates (or other acceptable documentation for elderly applicants) and social security cards (or other documentary evidence to verify social security number) must be provided for all family members 6 years of age and older. The MHB may establish separate application periods and waiting lists for various housing sites.

2. Interviews and Verification Process:

As applicants approach the top of the waiting list, they will be contacted by first class mail to schedule an interview to complete their applicant file. Applicants who fail to attend their scheduled interview or fail to reply to the letter will have their applications withdrawn, subject to reasonable accommodations for people with disabilities.

The following items will be verified to determine qualification for admission to the MHB's housing:

- (a) Family type (elderly/disabled/near elderly /non-elderly); May be verified by examination of: birth certificate, driver's license or other government ID card with photo, marriage license, SSI verification, licensed doctor statement, or other similar document.
- (b) Verification of family composition is verification of the members who will live in the unit and meet the definition of a family as defined in this policy.
- (c) Annual Income:
Income verification will be conducted in the chronological order listed in Appendix B: Each step must be documented prior to proceeding to use the next option. The specified order must be followed as listed.
- (d) Assets and Asset Income;
Same as income (start with 2nd step) – Appendix B
- (e) Deductions from Income;
Same as income (start with 2nd step) – Appendix B
- (f) Preferences;
Same as income (start with 2nd step)
- (g) Social Security Numbers (SSN) of all Family Members; Families are required to provide SSN's for all family members age 6 and older prior to admission.
 - Verification will be done through the providing of a valid Social Security card issued by the Social Security Administration.

NOTE: If an applicant or resident cannot provide his or her Social Security card, other documents listed below showing his or her Social Security Number may be used for temporary verification. He or she may be required by the MHB to provide one or more of the following alternative documents to verify his or her SSN;

These documents include:

- Drivers' license that displays the SSN.
- Identification card issued by a Federal, State or local agency,
- Identification card issued by an employer or trade union,
- Identification card issued by a medical insurance company,
- Earnings statements or payroll stubs,
- Bank statements,
- IRS Form 1099 or W-2 Form,
- Benefit award letters from government agencies,
- Medicaid Cards,
- Unemployment benefit letter,
- Retirement benefit letter,
- Life insurance policies,
- Court records such as real estate, tax notices, marriage and divorce, judgment or bankruptcy records,
- Verification of Social Security benefits with the Social Security Administration.

NOTE: If the MHB verifies Social Security benefits with the Social Security Administration, the acceptance of the SSN by the Social Security Administration may be considered documentation of its validity.

- (h) Applicant Screening Information; and the MHB documented direct knowledge or 3rd party
 - (i) Citizenship or eligible immigration status. Citizens are permitted to certify to their status. Eligible Immigration status will be verified with INS.
3. Applicants reporting zero income will be asked to complete a family expense form to document how much they spend on: food, transportation, health care, child care, debts, household items, etc., and what the source of income is for these expenses.
4. The MHB's applications for admission to public housing shall indicate for each application the date and time of receipt; applicant's race and ethnicity; determination by the MHB as to eligibility of the applicant; when eligible, the unit size(s) for which eligible; preference, if any. The date, location, identification, and circumstances of each vacancy offered and accepted or rejected must be maintained.

E. The Preference System

1. Admission Preference:

An admission preference does not guarantee admission. Preferences

establish the order of placement on the waiting list. Every applicant must still meet the MHB's Selection Criteria before being offered a unit.

2. Factors Other Than Preferences:

Before applying its preference system, the MHB will match the characteristics of the available unit to the applicants available on the waiting list. Unit sizes, accessibility features, or type of project limit the admission of families to households whose characteristics “match” the vacant unit available. By matching unit and family characteristics, families lower on the waiting list may receive an offer of housing before families with an earlier date and time of application or families with a higher preference (e.g. the next unit available is an accessible unit and the only applicant family needing such features is in the non-preference pool, i.e. having no preference). Factors other than the preference system that affect applicant selection are described below:

- (a) When selecting a family for a unit with accessible features, the MHB will give a preference to families that include persons with disabilities who can benefit from the unit's features. First preference will be given to existing resident families seeking a transfer and second preference will be given to applicant families. If no family needing accessible features can be found for a unit with such features, the MHB will house a family not needing the unit features, but a non-disabled family in an accessible unit will be required to move so that a family needing the unit features can take advantage of the unit.
- (b) When selecting a family for a unit in housing designated for elderly families, or disabled families, if any, the MHB will give a priority to elderly, disabled or near-elderly families.
- (c) When selecting a family for a unit in a property that houses elderly and disabled families, as opposed to a general occupancy development that houses non-elderly families as well, the MHB will give equal priority to elderly families and disabled families.
- (d) When selecting a single person at a mixed population development, elderly, disabled or displaced single persons have priority over other singles. Single applicants who are not elderly, disabled or displaced can only be admitted after all elderly or disabled families or single displaced persons have been offered units.

<p>NOTE: Preferences will be granted to applicants who are otherwise qualified and who, at the time of the unit offer (prior to execution of a lease); meet the definitions of the preferences described below. The MHB will not hold units vacant for applicants with preferences, nor will it relax eligibility or screening criteria to admit otherwise unqualified applicants with preferences.</p>
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3. Verification of Preferences:

At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

4. Preference (Up Front):

The following preferences are available to qualifying families at this time:

- Homeless Person (meeting MHB standards as verified through designated local agency)
- Persons Displaced Due to MHB Action Other Than By Lease Termination (includes relocation and demolition)
- Persons Displaced Due to Government Action
- Persons Living in Substandard or Overcrowded (4 or more per bedroom) Housing
- Elderly or Disabled Family/Person
- Participant in/or Completion of FSS or Similar Self Sufficiency Program
- Live or Work in Mobile (City)
- Catastrophic Involuntary Displacement
- Victims of Domestic Violence

5. Special Circumstance Preferences:

These preferences apply only to specific units

- Near-elderly families over other families for units designated for elderly/disabled;
- For one-bedroom/efficiency units, elderly, disabled families and displaced persons over single persons.

6. Administration of the Preferences:

- (a) The MHB will require that applicants certify to their qualification for a preference at the time of application. Verifying preferences is one of the earliest steps in processing applicants for admission. Preference verifications shall be no more than 120 days at the time of certification.
- (b) The family will be advised to notify the MHB of any change that may affect their ability to qualify for a preference.
- (c) Applicants that are otherwise eligible and self-certified as qualifying for a preference will be placed on the waiting list in the appropriate applicant pool.
- (d) Applicants that cannot verify current preference status at the time of certification will be moved into the non-preference category, and to a lower position on the waiting list based on date and time of application, if applicable.

7. Notice and Opportunity for a Meeting:

If the MHB determines that an applicant does not meet the criteria for a preference, the MHB must promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with the MHB's designee to review it, if requested within 10-days. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, age, religion, sex, disability, familial status and national origin.

NOTE: The MHB grievance procedure applies only to residents. It does NOT apply to applicants.

F. Screening Applicants for Admission

1. HUD Regulations:

All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, the MHB will require applicants to demonstrate ability to comply with essential provisions of the lease. The MHB will ask if the applicant requires any special accommodations or presence of a third party to help them with the application process and tenancy.

- (a) To pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
- (b) To care for and avoid damaging the unit and common areas;
- (c) To create no health or safety hazards and to report maintenance needs;
- (d) Not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
- (e) Not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
- (f) To comply with necessary and reasonable rules and program requirements of HUD and the MHB.

2. Complying With Essential Lease Requirements:

- (a) Applicant ability and willingness to comply with the essential lease requirements will be checked and documented in accordance with this policy. Applicant screening shall assess the conduct of the applicant and other family members listed on the application, in present and prior housing. Any costs incurred to complete the application process and screening will be paid by the MHB.
- (b) The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

- Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premises by adversely affecting their health, safety, or welfare;
 - Adversely affect the physical environment or financial stability of the project;
 - Violate the terms and conditions of the lease;
 - Require services from the MHB staff that would alter the fundamental nature of the MHB's program.
- (c) The MHB will conduct a detailed interview of all applicants using an interview checklist as a part of the screening procedures. The form will ask questions based on the essential elements of tenancy. Answers will be subject to third party verification.
- (d) The MHB may complete a credit check and a rental history check on all applicants.
- (e) Payment of funds owed to any MHB or any other federally subsidized housing program is part of the screening evaluation. Outstanding balances will result in the rejection of the application.

NOTE: Applicants that owe a HA or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed, the applicant must meet all other conditions for occupancy. Re-paying funds that are due, do not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to a HA which has been discharged by bankruptcy shall not be considered in making this determination.

- (f) The MHB will complete a criminal background check on all adult applicants or any member for whom criminal records are available. Before the MHB rejects an applicant on the basis of criminal history, the MHB must notify the household of the proposed rejection and proceed under the provisions of the Criminal Records Management Policy.
- (g) If any screening activity suggests that an applicant household member may be currently engaged in illegal use of drugs, the MHB may seek information from a drug abuse treatment facility or local law enforcement agency to determine whether the facility or agency has reasonable cause to believe the household member is currently engaging in illegal drug use.
- (h) The MHB may complete a home visit on all applicants that have passed criminal history screening and have incomplete or questionable landlord references to determine if the applicant(s) housekeeping would create health or sanitation problems. Staff completing the home visit will

consider whether the conditions they observe are the result of the applicant(s) treatment of the unit or are caused by the unit's overall substandard condition.

- (i) Housekeeping criteria to be checked shall include, but not be limited to:
- Conditions in living room, kitchen (food preparation and clean-up), bathroom, bedrooms, entrance-ways, halls, and yard (if applicable);
 - Cleanliness in each room; and
 - General care of appliances, fixtures, windows, doors and cabinets.

Other: The MHB lease compliance criteria will also be checked, such as:

- Evidence of destruction of property;
- Unauthorized occupants;
- Evidence of criminal activity; and
- Conditions inconsistent with application information.

NOTE: All applicants shall have at least a two-day advance written notice of home visits.

- (j) All applicants may be asked to attend and complete the MHB's Pre-Occupancy Orientation.
- (k) The MHB's examination of relevant information respecting past and current habits or practices will include, but is not limited to, an assessment of the applicant family's adult members:
- Past performance in meeting financial obligations, especially rent and utility bills.
 - Record of disturbance of neighbors (sufficient to warrant a police call) destruction of property, or living or housekeeping habits that may adversely affect the health, safety, or welfare of other residents or neighbors.
 - History of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property or other criminal acts including drug-related criminal activity that could adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or development.

NOTE: The MHB may require an applicant to exclude a household member in order to be admitted if that household member has participated in or been culpable for criminal actions that warrant rejection.

- A record of eviction from housing or involuntary termination from residential programs (taking into account date and circumstances).
- An applicant(s) ability and willingness to comply with the terms of the MHB's lease.

- (l) The MHB is required to reject the applications of certain applicants for criminal activity or drug abuse by household members:
- The MHB shall reject the application of any applicant for five years from the date of eviction if any household member has been evicted from any federally assisted housing for drug-related or violent criminal activity. However, the MHB may admit the household if the MHB determines that:
 - The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the MHB, or
 - The circumstances leading to the eviction no longer exist (for example, the criminal household member has died or is imprisoned).
 - The MHB is required to reject the application of a household if the MHB determines that:
 - Any household member is currently engaging in illegal use of a drug; or
 - The MHB has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - Any household member has ever been convicted of manufacture or production of methamphetamine on the premises of any federally assisted housing;
 - Any member of the household is subject to a lifetime registration requirement under a state sex offender registration program; or
 - Any member of the household's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents

NOTE: The above list is not intended to be all-inclusive. Applicants may be denied admission if the MHB has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the project if the applicant were admitted to the project.

- (m) An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family

composition, or rent will result in rejection. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation. Unintentional mistakes that do not confer any advantage to the applicant will not be considered misrepresentations.

- (n) Applicants must be able to demonstrate the ability and willingness to comply with the terms of the MHB's lease, either alone or with assistance that they can demonstrate they will have at the time of admission. Availability of assistance is subject to verification by the MHB.

3. Screening Applicants Who Claim Mitigating Circumstances:

- (a) If negative information is received about an applicant, the MHB shall consider the time, nature, and extent of the applicant's conduct and other factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable.
- (b) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that, when verified, indicate the reason for the unsuitable rental history and/or behavior, that the reason for the unsuitable rental history and behavior is no longer in effect or is under control; and applicant's prospect for lease compliance is an acceptable one justifying admission. Mitigating circumstances would overcome or outweigh information already gathered in the screening process.
- (c) If the applicant asserts that mitigating circumstances relate to a change in disability, medical condition or treatment, the MHB shall refer such information to persons qualified to evaluate the evidence and verify the mitigating circumstance. The MHB shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- (d) Examples of mitigating circumstances might include:
 - Evidence of successful rehabilitation;
 - Evidence of the applicant family's participation in social service or other appropriate counseling service; or
 - Evidence of successful and sustained modification of previous disqualifying behavior.
- (e) Consideration of mitigating circumstances does not guarantee that applicant will qualify for admission. The MHB will consider such circumstances in light of:
 - The applicant's ability to verify the mitigating circumstances and prospects for improved future behavior;

- The applicant's overall performance with respect to all the screening requirements; and
- The nature and seriousness of any criminal activity, especially drug related criminal activity that appears in the applicant's record.

4. Qualified and Unqualified Applicants:

- (a) Verified information will be analyzed and a determination made with respect to:
- Eligibility of the applicant as a family;
 - Eligibility of the applicant with respect to income limits for admission;
 - Eligibility of the applicant with respect to citizenship or eligible immigration status;
 - Unit size required for and selected by the family;
 - Preference category (if any) to which the family is entitled; and
 - Qualification of the applicant with respect to the Selection Criteria.
- (b) Qualified (DETERMINED TO BE ELIGIBLE):
Families will be notified by the MHB of the approximate time frame of admission insofar as that date can be determined; however the time frame stated by the MHB is an estimate and does not guarantee that applicants can expect to be housed by that date.
- (c) Denied (DETERMINED TO BE INELIGIBLE):
The MHB is not required nor obligated to assist families who:
- Owes rent, other amounts, or judgments to any Landlords, MHB or any other federally subsidized housing program, the applicant will be declared ineligible. At the MHB's discretion, the applicant may be declared eligible upon payment of debt, with the date and time of application being the time of payment and meeting other criteria.

Note: Applicants that owe a Landlord, MHB or any other federally subsidized program funds will not be processed for occupancy. The applicant must pay the funds owed prior to the application being processed. After the application is processed the applicant must meet all other conditions for occupancy. Re-paying funds that are due does not necessarily qualify an applicant for occupancy. Such payments will be considered along with other factors in the application process. Any money owed to MHB which has been discharged by bankruptcy shall not be considered in making this determination.

- Have previously been evicted from public housing.
- Committed acts which would constitute fraud in connection with any federally assisted housing program.

- Did not provide information required within the time frame specified during the application process.
- Convicted of drug-related criminal activity or violent criminal activity. The PHA shall prohibit admission to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.
- Has a history of not meeting financial obligations, especially rent.
- Has a record of disturbance of neighbors, destruction of property, or living or housekeeping habits which may adversely affect the health, safety or welfare of other residents or MHB staff.
- Has a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of other residents.
- During the interview process demonstrates hostile or antisocial behavior that indicates that the prospective applicant may be a threat to other public housing residents or staff.
- The applicant family must have properly completed all application requirements, including verifications. Intentional misrepresentation of income, family composition or any other information affecting eligibility will result in the family being declared ineligible. In the event the misrepresentation is discovered after admission, the lease will be terminated for such misrepresentation.
- The applicant and all adults must sign a release allowing the MHB to request a copy of a police report from the National Crime Information Center, Police Department or other Law Enforcement Agencies. If the MHB uses the information to deny or terminate assistance, the MHB must provide a copy of the information used in accordance with Criminal Records Management Policy.
- If the applicant is a former public housing or Section 8 participant who vacated the unit in violation of his lease, the applicant may be declared ineligible.
- If the MHB determines that a person is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The MHB may waive this requirement if:

- the person demonstrates to the MHB's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
- has successfully completed a supervised drug or alcohol rehabilitation program;
- has otherwise been rehabilitated successfully; or
- is participating in a supervised drug or alcohol rehabilitation program.

Note: The above list is not intended to be all inclusive. Applicants may be denied admission if the MHB has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting the physical environment or the financial stability of the project if the applicant were admitted to the project.

As a general rule applicants may be denied admission to public housing for the following time frames, which shall begin on the date of application, unless otherwise provided herein below:

- (1) Denied admission for two years for the following:
 - Past rental record,
 - Bad rent paying habits,
 - Bad housekeeping habits, in and outside the unit,
 - Damages,
 - Disturbances,
 - Live-ins,
 - Demonstration of hostile behavior during the interview process that indicates that the applicant may be a threat to staff or residents,
 - Being evicted from a HA, including having moved from a HA as a result of their lease being terminated by the HA for reasons other than as listed below,
 - Having other federally subsidized housing assistance terminated for reasons other than as listed below.
- (2) Denied admission for five years for the following:
 - Persons evicted from public housing, Indian Housing, Section 8, or Section 23 programs because of drug-related and/or violent criminal activity are ineligible for admission to public

housing for a five-year period beginning on the date of such eviction.

- The MHB can waive this requirement if the person demonstrates to the MHB's satisfaction successful completion of a rehabilitation program approved by the MHB, or the circumstances leading to the eviction no longer exist.
- Drug use without evidence of rehabilitation.
- Fraud: (giving false information on the application or during an interview is considered fraud).
- An arrest or conviction record that indicates that the applicant may be a threat and/or negative influence on other residents. The five years shall begin on the date of the last reported act, completion of sentence and/or probation period (whichever is later).

(3) Denied admission for ten years for the following:

- Conviction for drug trafficking.

(4) Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

(5) Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed") on the premises of a public housing project. Premises are defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

<p>NOTE: These time frames (with the exception of 4 & 5) are only guidelines and the HA may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation.</p>

5. Notice to Denied Applicants:

Unqualified applicants will be promptly notified by a Notice of Rejection from the MHB, stating the basis for such determination and offering an opportunity for informal hearing. The denial letter will allow the applicant 10 calendar days to request an informal hearing (verbal and/or in writing) with the MHB. A MHB representative will hear the appeal and issue a decision within 10 calendar days of the hearing. Informal hearings for applicants are different from the resident grievance process. Applicants are not entitled to use of the resident grievance process.

NOTE: Applicants denied admission due to “one strike” violations are not entitled to a hearing.

G. Occupancy Guidelines:

1. Guidelines:

The following guidelines shall determine the number of bedrooms required to accommodate each family without overcrowding or over-housing. These guidelines may be waived only when necessary to achieve or maintain full occupancy and after every effort has been made to stimulate applications from families appropriate to the existing vacancies. Families may be assigned improper sized units WITH THE WRITTEN AGREEMENT that they must transfer to the appropriate size unit when instructed to do so by the MHB. Otherwise, the following occupancy standards shall apply:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0 BR	1	1
1 BR	1	2
2 BR	2	4
3 BR	3	6
4 BR	4	8
5 BR	5	10
6 BR	6	12
8 BR	8	16

The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- (a) It will not be necessary for adults of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- (b) Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities. In the case of chronic illness, or other physical infirmity, a deviation from the occupancy guidelines, as presented above, is permissible

when justified with evidence and documentation from a licensed physician.

- (c) Two children of the opposite sex over the age of six years will not be required to share a bedroom, although they may do so at the request of the family.
- (d) An unborn child will not be counted as a person in determining unit size. At the option of the MHB, an infant, up to the age of two years, may share a bedroom with its parent(s). A single pregnant woman will be assigned to a one-bedroom unit.
- (e) The MHB will count a child who is temporarily away from the home because the child has been placed in foster care for six months or less, is away at school or other situations that can be documented.
- (f) A single head of household parent shall not be required to share a bedroom with his/her child over the age of two years, although they may do so at the request of the family.
- (g) A live-in attendant may be assigned a bedroom. Single elderly or disabled residents with live-in attendants will be assigned two bedroom units.
- (h) Efficiency apartments will be occupied first by persons who prefer efficiencies to one-bedroom units. Once applicants who prefer efficiencies have been housed, single individuals applying to mixed population buildings who wish to live in one-bedroom units (rather than efficiencies) will be offered a unit based on their position on the waiting list to determine whether they will be offered a one-bedroom or efficiency.

2. The General HUD Standard:

Two persons per bedroom will be the standard for the smallest unit a family may be offered.

NOTE: Individual housing units with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status. The largest unit size that a family may be offered would provide no more than one bedroom per family member, taking into account family size and composition.

NOTE: Exceptions may be made to allow for full utilization of all bedroom sizes. Family will be required to sign an acknowledgement that they will be required to move to the proper size unit if their unit is needed to house a family requiring the larger unit.

3. Family Options:

If a family opts for a smaller unit size than would normally be assigned under the unit size standard (because, for example, the list is moving faster) the family will be required to sign a statement agreeing to occupy the unit assigned at their request until their family size, or circumstances change.

NOTE: When a family is actually offered a unit, if they no longer qualify for the unit size where they were listed, they will be moved to the appropriate waiting list, retaining their preferences and date and time of application. This may mean that they may have to wait longer for a unit offer.

VII. Tenant Selection and Assignment Plan

Check One	The MHB maintains the checked waiting list method
<input type="checkbox"/>	Community-Wide Waiting List
<input checked="" type="checkbox"/>	Site-Based Waiting Lists

A. Organizing the Waiting List

1. Site-Based Waiting List: The MHB operates site-based waiting lists. This list is a part of the MHB's Annual Plan. Applicants are permitted to choose one or more site locations for which they are qualified.
 - All current applicants for units of the size and type offered at developments with site-based waiting lists will be given an opportunity to be listed on all waiting lists where they would accept a unit offer (pending whether the waiting list for specific or particular developments are opened or closed)
 - Type and size of unit needed (e.g. general occupancy building, accessible or non-accessible unit, number of bedrooms);
 - Applicant preference or priority; and
 - Date and time the application is received.

NOTE: The MHB will maintain its waiting list in the form that records the type and size of unit needed, each applicant's priority/preference status, the date and time of application, and the race and ethnicity of the family head.

In the interest of maintaining accurate mixed population and site-based waiting lists of apparently eligible households, the MHB will periodically mail requests to each applicant for updated household information. Each applicant will be required to respond within a specific time frame, which shall

be no less than two weeks (14 days) from the date the request was mailed to the applicant by MHB. The application of any household which fails to respond to the update request by the specified deadline date will be withdrawn. Once an application is withdrawn, it may not be reactivated. To be considered for admission, the applicant will be required to reapply.

An applicant may withdraw his/her application at any time. However, a withdrawn application cannot be reactivated. An applicant who has withdrawn an application will be required to reapply.

2. Order of Selection: Applications will be filed in the following hierarchical order:

(a) Unit size\type needed by applicants

- Changes in Unit Size Determination: If, during the final eligibility determination, or at any other time prior to placement, it is discovered that the family composition has changed making the family eligible for a different size unit, the family's application shall be placed on the same site-based waiting list grouping for the new unit size based on the original date of the family's application. In the event that the new unit size required is not available in the existing site-based grouping, the applicant will be given the opportunity to select a different site-based grouping from any open site-based waiting list or from the mixed population waiting list.

3. Preferences, if applicable

- At the time of application, initial determinations of an applicant's entitlement to a preference may be made on the basis of an applicant's certification of their qualification for that preference. Before selection is made, this qualification must be verified.

4. Date and time of application

5. Provided, however, the provisions of the deconcentration rule, contained within this policy, shall supercede the selection of applicants based on date and time and local preference points, if applicable, and allow the MHB to skip families on the waiting list to accomplish this goal.

B. Administering the Applicant Waiting Lists:

Applications for admission will be processed from the Site Management Offices, including initial intake, waiting list management, screening, and housing assignment. Offers may be made in person, in writing or by phone.

C. Removing Applicant Names from the Waiting List:

To ensure vacant units are filled in a timely manner, the MHB needs a waiting list that is accurate. While each applicant must keep the MHB apprised of changes in address, phone number, income or other circumstances, no applicant shall be removed from the waiting list except when one of the following situations occurs:

1. The applicant receives and accepts an offer of housing;
2. The applicant requests in writing that his/her name be removed from the waiting list;
3. The applicant is rejected, either because he/she is ineligible for public housing at the time of certification, or because he/she fails to meet the applicant selection criteria; or
4. The application is withdrawn because the MHB attempted to contact the applicant and was unable to do so. In attempting to contact an applicant, the following methods shall be undertaken before an application may be withdrawn:
 - The applicant will be sent an offer letter by first class mail to the applicant's last known address, asking the applicant to contact the MHB within five business days, or;
 - The applicant will be sent a letter of continued interest by first class mail to the applicant's last known address, asking the applicant to contact the MHB within five business days, or;

NOTE: If an applicant contacts the MHB as required within any of the deadlines stated above, he/she shall be housed or retained on the waiting list.

5. Persons who fail to respond to the MHB attempts to contact them because of verified situations related to a disability shall be entitled to a reasonable accommodation. In such circumstances the MHB shall reinstate these individuals to their former waiting list positions.
6. Families whose applications are withdrawn or rejected must reapply for housing only when the waiting list is open. Families whose applications were rejected may not reapply for 12 months.

D. Making Unit Offers to Applicants:

NOTE: The MHB IS RESPONSIBLE for keeping accurate records evidencing: eligibility status on waiting list, position on waiting list, offers made, and offers rejected

(reason), and date housed. To meet this requirement, the MHB will keep a printed copy of the waiting list each time it is resequenced, unless a historical electronic copy can be produced.

1. The MHB will first match the site available to the highest ranking applicant for a unit of that size, type and special features (if any), taking into account any designated housing (if applicable). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of unit and have the same preference status, the applicant with the earlier date and time of application will receive the offer.
2. In the selection of a family for a unit with accessible features, the MHB will give preference to families that include a person with disabilities who can benefit from the unit features.
3. Vacant elderly or disabled designated units will be offered to the near-elderly if there are no eligible elderly or disabled persons on the waiting list.
4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, national origin, disability, or familial status in this policy, a two-offer system will be used to make unit offers.
 - The first qualified applicant in sequence on the waiting list is made two offers of a unit of appropriate size and type.
 - If the applicant refuses the second unit offer without good cause (see Section 7E) the date and time of their application will be changed to the date and time of the refusal and loss of any preference. Refusal because of good cause will not result in loss of current position on waiting list. This must be documented to and verified by the MHB.
5. The applicant must accept the vacancy offered within five working days of the date the offer is communicated verbally and/or by first class mail (or the method of communication designated by an applicant with disabilities) or be removed from the waiting list.
6. If more than one unit of the appropriate size and type is available, the first unit to be offered will be the unit that is anticipated to be ready for move-in first. If two units are anticipated to be ready for move-in on the same day, the first unit to be offered will be the unit that became vacant first.
7. The provisions of the deconcentration rule, contained within this policy, shall supersede the selection of applicants based on date and time and local preference points, if applicable, and allow the MHB to skip families on the waiting list to accomplish this goal.

NOTE: For every fiscal year, the MHB shall reserve a percentage of its new admissions for families whose incomes do not exceed 30% of the area median income. The goal for public housing shall be 40% of new admissions. In reaching the new admissions goals, the MHB is required to avoid concentrating very low-income families in projects and must comply with the deconcentration policy.

EXPLANATION: The purpose of the Deconcentration Policy is to maintain a resident body in each development composed of families with a broad range of income and rent paying ability which is generally representative of the range of incomes of low income families in the MHB's area of operation as defined by state law.

E. Good Cause for Applicant Refusal of Unit Offer:

If an applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence ("good cause") that acceptance of the offer of a suitable vacancy will result in undue hardship not related to considerations of race, color, sex, religion or national origin, the applicant will not be dropped to the bottom of the list.

1. Examples of (good cause) for refusal of an offer of housing are:

- The unit's location is inaccessible to source of employment, education, or job training, children's day care, or educational programs for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
- The family demonstrates that accepting the offer will place a family member's life, health, or safety in jeopardy. The family must provide specific and compelling documentation such as restraining orders, other court orders, or risk assessments from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption;
- A health professional verifies temporary hospitalization or recovery from illness of the principal household member or other household members (each as listed on final application);
- The unit has lead paint and the family has children under the age of seven;
- The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
- An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing; or
- The MHB has HUD-approved site-based waiting lists and the offer is not

for one of the sites the applicant has selected.

2. If good cause is verified, the refusal of the offer shall not require that the applicant be dropped to the bottom of the waiting list or otherwise affect the family's position on the waiting list.

F. Leasing Accessible Units:

1. Before offering a vacant accessible unit to a non-disabled applicant, the MHB will offer such units:
 - First, to a current public housing resident having a disability that requires the special features of the vacant unit.
 - Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.
2. When offering an accessible/adaptable unit to a non-disabled applicant, the MHB will require the applicant to agree to move to an available non-accessible unit within 30-days when a current resident or an applicant with a disability needs the unit.

G. Transfers:

Some transfers take priority over new admissions. See Transfer Policy in Section IX.

VIII. Leasing Policies

A. General Leasing Policy:

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. At a minimum the lease shall be signed by the head, spouse and a representative of the MHB, prior to actual admission.
3. If a resident transfers from one MHB unit to another, a new lease will be executed for the dwelling into which the family moves.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed,
 - (b) A Notice of Rent Adjustment (lease addendum) will be provided, or
 - (c) A replacement first page to the lease agreement will be executed with the original lease date.

NOTE: All new leases and replacement pages are to be dated and signed by the resident(s) and a representative of the MHB. Lease addendums provided by the Landlord and mailed to the resident DO NOT have to be executed (signed) by the resident.

5. Residents must notify the MHB no later than the fifth day of any extended absence from the premises in excess of 14 calendar days; if the resident willfully fails to do so, the MHB may recover actual damages from the resident. During any absence of a resident in excess of 14 days, the MHB may enter the dwelling unit at times reasonably necessary. Failure to advise the MHB of an extended absence is grounds for termination.

B. Showing Units Prior to Leasing:

1. When offering units, the MHB will provide the applicant with the unit address. If the offer of a unit is preliminarily accepted by the applicant, the MHB will require payment of the Security Deposit and signing of a "Dwelling Assignment Certification".
2. Once the unit is ready for occupancy and the applicant has met the MHB requirements, the lease will be signed by all parties. If the applicant refuses the unit at this time, they will be considered "Failed to Lease", forfeit \$50 of their Security Deposit or one half month's rent, whichever is greater. They will no longer have an application and must wait 12 months to reapply.
3. No lease will have an effective date before the unit is ready for occupancy.

C. Additions to the Household and Visitors:

1. Only those persons listed on the most recent lease shall be permitted to occupy a dwelling unit.
 - Except for natural births to or adoptions by family members, or court-awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in. The family shall notify the MHB of all births, adoptions and court-awarded custody within ten calendar days of the occurrence.
 - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole domicile.
2. When a resident requests approval to add a new person to the lease, the MHB will conduct pre-admission screening of any proposed new member to determine whether the MHB will grant such approval.
3. Examples of situations where the addition of a family or household member is subject to screening are:

- Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren);
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult who is not a part of the original household, requests permission to take over as the head of the household;
 - See item 9 below for adding a minor using a Power of Attorney.
4. Residents who fail to notify the MHB of additions to the household or who permit persons to join the household without undergoing screening are violating the lease. Persons added without the MHB's approval will be considered unauthorized occupants and the entire household will be subject to eviction.
 5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on the MHB premises that would be a lease violation.
 - Visits of more than 14 days in a calendar year shall be authorized only by the MHB with advance documentation of extenuating circumstances.
 - Visitors remaining beyond this period without prior approval of the MHB shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
 6. Boarders, lodgers or others not on the lease shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease.
 7. Residents will not be given permission to allow a former resident of the MHB who has been evicted to occupy the unit for any period of time. Violation of this requirement is grounds for termination of the lease.
 8. Family members who move from the dwelling unit shall be removed from the lease.
 - The resident shall report the move-out within 10 calendar days of its occurrence.
 - The individual(s) may not be readmitted to the unit and must apply as a new applicant household(s) for placement on the waiting list.
 - Medical hardship or other extenuating circumstances shall be considered by the MHB in making determinations under this paragraph.
 9. A resident may add a minor to the lease using the "Power of Attorney" provisions of Section 25-2A-7, Code of Alabama 1975. The HA shall require that the resident use the HA form, have the form filed and recorded with the

Probate Judge, and return the recorded form to the HA office. The additional person must still meet all criteria of the admissions process and all other provisions of the ACOP shall apply, including the HA's consideration of whether the unit will still be properly sized, etc. The HA shall verify that the person added to the lease via this method is actually living in the unit. The Power of Attorney is good for only one year and must be annually renewed, recorded, etc.

NOTE: The items listed in this section are excerpts from the MHB Lease. The current lease is incorporated by reference as if fully set out herein, and shall be considered in part material with this document.

IX. Transfer Policy

A. Objectives of the Transfer Policy:

- To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- To facilitate a relocation when required for modernization or other management purposes.
- To facilitate relocation of families with inadequate housing accommodations.
- To eliminate vacancy loss and other expense due to unnecessary transfers.

B. Types of Transfers:

1. HA Initiated: The MHB may at its discretion transfer residents because of an uninhabitable unit, major repairs, or other actions initiated by management. For these types of transfers the MHB will cover the cost of the transfer pursuant to cost allowed by HUD.
2. Transfers for Reasons of Health: Resident may be transferred when the MHB determines that there is a medical need for such transfers, such as inability to negotiate stairs or steps. The resident will be required to provide a statement from a medical doctor which indicates the condition of the effected family member, length of time condition is expected to last, how long condition impacted by current living condition is expected to last, how condition is impacted by current living accommodations, how condition will be improved by transfer and determination that the transfer is a medical necessity; and, the MHB reserves the right to make its own evaluation of the situation and documentation. Normally such transfers will be within the resident's original neighborhood unless the appropriate size and type of unit is not available on the site. The resident must pay for all of their moving expenses.
3. Convenience Transfers: The Executive Director or his/her designee may at his/her discretion permit a transfer to another housing development for the convenience of the resident. All costs of the transfer shall be borne by the

resident. A "Transfer Charge" list is posted in the MHB offices and is based on our contract price for maintenance and an administrative charge of \$150 for processing the transfer. The MHB updates the transfer charge list as needed. The MHB will charge the actual cost of the transfer, which includes the administrative cost, the cost of preparing the unit for re-rental and, if applicable, a penalty for not turning in the keys to the old unit within three days of the transfer. The resident is allowed a period of three business days to move and turn in the keys to the old unit without being charged a penalty. If the move takes more than three days, and the keys are not turned in the resident will be charged \$5 per day for each additional day. Prior to the transfer, the Landlord will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident-caused damages, if any. All transfer charges must be paid prior to the time the resident signs his/her lease and receives the keys for the new unit. The Landlord will perform a final inspection with the resident on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the MHB staff as to additional charges that may be due the MHB. For example, the resident may not have cleaned the unit properly and/or damaged the unit during the moving process. If there are any charges that are due the MHB because of the final inspection, the resident must pay for these damages within 14 days of written notice from the MHB. The resident must sign a transfer agreement at the time of application.

NOTE: Request for transfers for convenience must be made in writing to the MHB at the resident's rental office stating the reason for the requested transfer. The MHB will issue a decision within 30 calendar days of receipt of the request and, if approved, provide the resident with a list of the charges that will be the resident's responsibility to pay prior to the transfer.

4. Transfers for Over/Underhoused Families to the Appropriate Unit: The MHB may transfer residents to the appropriate sized unit and residents are obligated to accept such transfers. Transfers will be made in accordance with the following principles:
 - Determination of the correct sized apartment shall be in accordance with the MHB's occupancy guidelines, as outlined in Section VI.G.
 - Transfers into the appropriate sized unit will be made within the same development unless that unit size is not available. The MHB at its discretion may require a family to transfer to another development if unit demand exceeds availability. Managers are authorized to transfer families within their development(s). Transfers between developments will require approval of the Executive Director or his/her designee.
 - The resident must pay for his/her moving expenses.

- Resident will be subject to applicable transfer charges.
5. Incentive Transfers By MHB: The MHB may occupy recently modernized units or areas declared by the Executive Director as being difficult to rent through incentive transfers units through incentive transfers.
- Incentive transfers are offered to residents who have good rental histories and want to move to units other than those they currently occupy on a non-discriminatory basis.
 - Incentives may include but not be limited to a cash payment up to \$150.00 to cover miscellaneous moving expenses.
6. Incentive Transfers Requested by the Resident: Resident requests for incentive transfers should be made to their Housing Manager. Managers may also recommend a resident for an incentive transfer. To be considered for an incentive transfer, the following conditions must be met:
- Residency in a MHB development for at least two years.
 - No more than two repayment agreements or unpaid balances at any time in the past two years.
 - No history of disturbances that resulted in lease violations or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.
 - Good housekeeping record.

NOTE: No exceptions will be granted to the good record requirement for incentive transfers. The resident is responsible for the cost of moving. In general, residents owing balances will not be transferred to a different housing community when housing is available in the current development. However, transfers initiated for medical, overcrowding, and underhouse may be reviewed on a case by case basis when there are no appropriate apartments available for rent in the development where the resident currently resides.

C. Priorities for Transfers:

Transfers may be approved for health reasons, relocation to an appropriate sized unit, approved convenience transfers, or initiated by the MHB due to modernization work and/or other good cause as determined by the MHB. The priority of transfers is listed below:

- MHB initiated transfers (i.e.: Mod),
- Transfers for health reasons or ADA compliance (reasonable accommodations),
- Residents who are underhoused by two or more bedrooms,

- Residents who are overhoused by two or more bedrooms,
- Residents who are underhoused by one bedroom,
- Residents who are overhoused by one bedroom; and,
- Convenience transfers are not a high priority and do not take priority over new admissions.

Within each priority type, transfers will be ranked by date. In processing transfers requested by residents for approved health reasons or to move to a larger apartment, the date shall be that on which the transfer application is approved. The MHB reserves the right to immediately transfer any family who has misrepresented family circumstances or composition and the family charged the posted rate for convenience transfers. Failure to pay for these charges will result in termination of the dwelling lease.

NOTE: The Executive Director has discretion to determine when transfers should take precedence over admissions.

D. Transfer Fee:

All resident families (with the exception of those to be transferred at the benefit of the MHB and overhoused families transferring down in unit size) will be required to pay a transfer fee of \$150.00 to cover the cost of projected transfer charges. Fees paid in excess of actual cost will be credited to resident family account. Cost in excess of the fee will be charged to tenant's rent account and are due and payable within thirty (30) days of charges being placed on account.

Failure to pay the fee within 30 days of unit offer will result in the transfer application being withdrawn. After withdrawn, re-application for a transfer cannot be made for a period of one year.

E. Transfer Charges:

Residents will be responsible for "Transfer Charges" unless otherwise excepted. The cost of a transfer, listed on a "Transfer Charge" list, is posted in each MHB site in the Management Office and is based on the MHB's current labor and material or contract cost. The charge list is updated annually by the MHB.

The MHB may charge the actual cost of the transfer which includes:

- Vacancy Loss: The prorated rent or prorated MHB average monthly rental charge (whichever is highest) up to a maximum of 15 days past the date keys are surrendered for vacated apartment. The charge is to cover

the period of time required to prepare the unit for rental and the lease of the unit to the next resident. The resident will be allowed three (3) business days to complete transfer to new unit and surrender keys from the apartment vacated. Regular “monthly rent charges” for old apartment will end the day before the receipt of the keys for the new apartment, provided vacated unit keys are promptly submitted. If keys are not surrendered within the three (3) business days allowed, regular monthly rent will be charged through the date keys are actually surrendered. (Note: This rent charge does not include any monies resident may be subject to for vacancy loss.)

- Paint Cost: Cost of painting of vacated unit to prepare it for re-rental. This cost will be limited to the following amounts in order to allow for reasonable wear and tear:
 - Last painted 0-1 year: 2/3 actual cost
 - Last painted 1-3 years: 1/3 actual cost
 - Last painted over 3 years: No Cost
- Damages: Schedule charges or actual cost based on time and material for any resident damages that is not considered normal wear and tear.

Prior to the transfer the Housing Manager or designee will perform an inspection on the current unit to determine the amount of charges the resident will be required to pay as a result of resident caused damages, if any. All transfer charges must be paid within 30 days of the time the resident signs his/her lease and receives the keys for the new unit. The Manager will perform a final inspection, with the resident, on the unit that the resident transferred from, after the keys are turned in, and a final determination will be made by the MHB staff as to additional charges that may be due the MHB. If there are any charges that are due the MHB as a result of this inspection, the resident must pay for these damages within 14 days of written notice from the MHB. The resident must sign a transfer agreement and pay transfer deposit after the MHB has authorized the transfer and prior to the transfer.

F. Transfer Procedures:

1. The MHB shall:
 - Prepare a prioritized transfer list, as needed, at re-examination.
 - Notify residents by letter of their pending transfer.
 - Participate in evaluation of request for transfer based on approved medical reasons.
 - Issue final offer of vacant unit as soon as vacant unit is identified.
 - Issue notice to transfer as soon as vacant unit is available for occupancy.
 - Participate in planning and implementation of special transfer systems for

modernization and other similar programs.

- Inspect both units involved in the transfer, charging for any resident damages that are not considered normal wear and tear.

2. Offers:

Only two offers of an appropriate unit will be made to each resident being transferred within his/her own neighborhood. A resident being transferred outside his own neighborhood will be allowed to refuse 2 offers. In the case of a family being transferred from a unit that is uninhabitable, incorrectly sized or scheduled for major repairs, failure to accept the unit offered, or the second unit offered in the case of a transfer outside the neighborhood, will be grounds for eviction. When a resident declines an offer of a transfer to a single level unit requested by the resident for health reasons, the MHB will notify the resident, at that time, that the MHB is not obligated to make any subsequent offers. The MHB will notify the resident that the MHB has discharged its obligations to the resident and he/she will remain in the unit at his/her own risk, and that the MHB assumes no liability for the resident's condition.

A resident declining two transfer offers or being denied a transfer for cause may not reapply for a period of 12 months from refusal/denial date.

NOTE: Right of MHB in transfer policy: The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy shall create a property right or any other type of right for a resident to transfer or refuse transfer. One out of every ten new move-ins will include a transfer (per each development provided there is an ample number of transfer applications on the site).

G. Good Record Requirement for Transfers:

1. At least two year's residency in low-income public housing units owned by MHB.
2. In general, and in all cases of resident-requested transfers, residents will be considered for a transfer only if the head of household and any other family members for the past two years:
 - Have not engaged in criminal activity that threatens the health and safety of residents and staff;
 - Do not owe back rent or other charges or evidence a pattern of late payment (the resident has not paid rent late more than four times in a year pending proven hardship. Note: Rent is considered late if paid after the tenth (10th) of the month);

- Meet reasonable housekeeping standards and have no housekeeping lease violations; the resident's housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit that may exhibit foul odors, dirty and/or disarrayed surroundings;
 - Can get utilities turned on in the name of the head of household (applicable only to properties with resident-paid utilities).
 - No previous misrepresentation of income documented in resident's file in the past two years; and
 - No willful destruction of Authority property documented in resident's file in the past two years.
3. Exceptions to the good record requirements may be made for emergency transfers or when it is to the MHB's advantage. Absent a determination of exception, the following policy applies to transfers:
- If back rent or other charges are owed, the resident will not be transferred until paid in full.
 - A resident with housekeeping standards violations will not be transferred until he/she demonstrates acceptable housekeeping standards for six months and passes a follow-up housekeeping inspection.

X. Eligibility for Continued Occupancy, Annual Reexaminations, and Remaining Family Members

A. Eligibility for Continued Occupancy:

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in the definition section of this policy. For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18.
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease.
3. Whose family members, age six and older, each have Social Security numbers.
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent.
5. Who comply with the MHB's eight hour per month community service requirements.

B. Reexaminations:

1. Regular (Annual) Reexaminations:

The MHB shall, at least once a year, reexamine the family composition and incomes of all resident families. For families who choose flat rents, the MHB must conduct a reexamination of family composition and community service requirements at least annually, and must conduct a reexamination of family income at least once every three years.

- (a) Each family will be required to furnish information in Section III (A) of the Dwelling Lease and in the Community Service Policy. Verifications acceptable to the MHB shall be obtained and determinations made. In the event of failure or refusal of resident to report the necessary information, the MHB may terminate the Lease. This reexamination shall be done at least 30-days and not more than 120-days prior to the anniversary month. The new rent shall take effect on the anniversary month.
- (b) Records shall be maintained to insure every resident being reexamined within a 12-month period.
- (c) Upon completion of reexamination and verification, resident shall be notified, in writing, no later than 30-days prior to the effective date of the following: (A copy of such notification is to be retained in the resident's file.)
 - Any change in rent and the date on which it becomes effective.
 - Any change required in the size of dwelling unit occupied.
 - Any instance of misrepresentation or noncompliance with the terms of the Dwelling Lease and the corrective action(s) to be taken.
 - The amount of the tenant rent and the amount of the flat rent.
 - In the event of change in resident circumstances resident will be sent a notice to report to the management office at a specified date and time to execute a new first page of the lease.
- (d) If the MHB determines that the size of the premises is no longer appropriate for resident's needs, the resident may be required to transfer to another unit as outlined in the Transfers Section.

2. Special Reexaminations:

Pre-scheduled extensions of admission or continued occupancy determinations will be considered for the following reasons:

- (a) If it is impossible to determine annual family income accurately due to instability of family income and/or family composition, a temporary determination of income and rent is to be made and a special reexamination shall be scheduled for 30, 60, or 90-days, depending on circumstances. The resident shall be notified, in writing, of the date of the special reexamination.
- (b) If the family income can be anticipated at the scheduled time, the reexamination shall be completed and appropriate actions taken. If a

reasonable anticipation of income cannot be made, another special reexamination shall be prescribed and the same procedure followed as stipulated in the preceding paragraph until a reasonable estimate can be made.

- (c) Rents determined at special reexaminations shall be made effective as noted in the next section.
- (d) When a family qualifies for an earned income disallowance, the date for their next regular reexamination shall be permanently adjusted to be 12 months following the date that the income disallowance began.
- (e) Families reporting zero income will have their circumstances examined according to the special reexamination section until they have a stable income. Regular or recurring monetary or non-monetary contributions from persons not residing in the dwelling unit for any purpose shall be considered income.

3. Procedures:

- 90 to 120 days prior to the anniversary date of lease, the MHB will mail the resident a notice and appointment date for recertification.
- At the time of reexamination, all adult members of the household will be required to complete and sign all applicable forms required by the MHB and HUD to determine family composition and income.
- Income, allowances, Social Security numbers, and such other data as is deemed necessary will be verified in accordance with Appendix B, and all verified findings will be filed in the resident's folder.
- A credit check may be run on each family at recertification to help detect any unreported income, family members not reported on the lease, etc.
- Verified information will be analyzed and a determination made with respect to:
 - Eligibility of the resident as a family or as the remaining member of a family;
 - Unit size required for the family (using the Occupancy Guidelines); and
 - Rent the family should pay.
- Residents with a history of sporadic or multiple temporary jobs whose reexamination occurs when they are not employed will have income anticipated based on past and anticipated employment when a pattern can be determined. Residents with seasonal or part-time employment of a cyclical nature will be asked for third party documentation of their employment including start and ending dates.
- Income shall be computed in accordance with the definitions and procedures set forth in Federal regulations and this policy.

4. Action Following Reexamination:

- (a) If there is any change in rent,

- A new lease agreement will be executed,
 - A Notice of Rent Adjustment will be executed, or
 - A replacement first page to lease agreement will be executed.
- (b) If any change in the unit size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described in this policy and moved to an appropriate unit when one becomes available.

XI. Interim Rent Adjustments

(Fixed Rent System)

A. Adjusting Rent Between Regular Reexaminations

1. Residents are required to report all changes in family composition or status to the MHB in writing within 10 calendar days of the occurrence. Failure to report in writing within the 10 calendar days may result in a retroactive rent increase, but not a retroactive credit or rent reduction. Residents are also required to report interim increases in income if they have been granted interim rent reductions.
2. The MHB wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change.
3. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the MHB.
4. The MHB will process interim adjustments in rent as follows:
 - (a) Income Change:
The MHB action:
 - Decrease in family income for any reason, except for decrease that lasts fewer than 60-days. The MHB will process an interim reduction in rent if the income decrease will last more than 60-days.
 - Decreases in income resulting from welfare fraud or from welfare cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions.
 - Increase in income because a person with income (from any source) joins the household. The MHB will process an interim increase.
 - Increase in earned income from existing employment of a current household member. The MHB will defer the increase to the next regular reexamination.
 - Increase in income from any new source. The MHB will process an interim increase unless the individual is eligible for an earned income disallowance. The disallowance will be granted.
 - Incremental increases in family income due to pay increases or raises from existing employment. The MHB will defer the increase to the next regular reexamination.

- Increase in unearned income (e.g. COLA adjustment for social security). The MHB will defer the increase to the next regular reexamination.
- (b) Resident Misrepresentation:
 - The MHB will process an interim increase in rent if the resident has misrepresented or failed to report facts upon which rent is based, so the rent the resident is paying is less than it should have been. The MHB will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred, or
 - If it is found that a resident has misrepresented or failed to report facts upon which rent is based, the resident may be subject to civil and criminal penalties. Misrepresentation is a serious lease violation which may result in eviction.

B. Effective Date of Adjustments:

Residents will be notified in writing of any rent adjustment and the effective date of the action.

1. Rent decreases go into effect the first of the month following the actual date of decrease and/or the date resident reported the decrease, whichever is later. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation or late reporting) require 30-days notice and become effective the first of the second month following the increase in income.

XII. Lease Termination Procedures

A. General Policy: Lease Termination:

No resident's lease shall be terminated except in compliance with HUD regulations, the lease terms, and state law.

B. Notice Requirements:

1. No resident shall be given a Notice of Lease Termination without being told by the MHB in writing the reason for the termination.
 - The resident must also be informed of his/her right to request a hearing in accordance with the Grievance Procedure, and be given the opportunity to make such a reply as he/she may wish.
 - Lease terminations for certain actions are not eligible for the Grievance Procedure, specifically: any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or the MHB employees; and any drug-related criminal activity.
2. Notices of lease termination shall be in accordance with the lease.

C. Record-keeping Requirements:

A written record of every termination and/or eviction shall be maintained by the MHB, and shall contain the following information:

- Name of resident, race, ethnicity and unit number;
- Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently;
- Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail;
- Date and method of notifying resident; and
- Summaries of any conferences held with resident including dates, names of conference participants and conclusions.

XIII. Utilities

In some of the MHB's developments, residents pay the cost of certain utilities directly to the supplier. At these properties, tenant rents are reduced by an allowance for utilities developed by the MHB in consultation with the utility supplier.

A. Resident-Paid Utilities:

The following requirements apply to residents living in developments with resident-paid utilities:

1. Each resident will receive a monthly utility allowance that reflects a reasonable amount of utilities for the specific size and type of unit occupied.
2. When a tenant's Total Tenant Payment is less than the utility allowance, the MHB may pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance, to the utility company on the residents behalf.
3. It may be suggested to the resident to use a "Budget" plan, which protects the resident from seasonal fluctuations in utility bills and ensures adequate heat in the winter.
4. When a resident makes application for utility service in his/her own name, he or she shall sign a third-party notification agreement so that the MHB will be notified if the resident fails to pay the utility bill.
5. If an applicant is unable to get utilities connected because of a previous balance owed the utility company at a prior address, applicant will not be admitted.
6. Maintaining utilities is the resident's obligation under the MHB's lease. Failure to maintain utilities is grounds for lease termination and eviction.

B. Excess Utility Charges (when applicable):

Check-metered developments or buildings: In buildings that are check metered, residents shall have consumption-based utility allowances that reflect the size

and type of units and actual equipment provided by the MHB. Check meters shall be read by the MHB and each resident charged for consumption in excess of the utility allowance.

XIV. Flat Rents/Ceiling Rents

A. Intent and Purpose:

Ceiling rents provide an incentive to remain in public housing to families whose flat rents were reduced to income-based rents because of a hardship and whose incomes then increased so that an income-based rent is unreasonable for the housing being provided. The ceiling rent is thus in effect only for the portion of the year between the family's interim increase in rent and their next annual reexamination (when they can elect the flat rent).

B. Establishing Ceiling Rents:

The MHB has established ceiling rents for all dwelling units inventory-wide. Ceiling rents for a class of units are based on the size, location or other characteristic that are unit-based. The MHB may revoke or raise ceiling rents at any time after giving reasonable notice to the affected residents.

C. Calculating Ceiling Rents:

The MHB will determine the minimum ceiling rents that can be charged for a unit. Ceiling rents are based on the flat rent plus any applicable utility allowance but never less than 75% of the average operating cost for units at the development.

D. What the Resident Pays:

Residents have a choice of paying either the flat rent, ceiling rent or the income-based rent.

E. Ceiling Rent Adjustments:

The minimum ceiling rent will be adjusted annually to reflect the flat rent plus any applicable utility allowance.

F. Flat Rents:

Flat rents are market-based rents. They vary by unit size and type and also by development location. Once each year, only at admission or at the annual recertification, all residents are offered the choice of paying an income-based rent or the flat rent. Flat rents represent the actual market value of the MHB's housing units. The MHB will utilize the MHB Section 8 Rent Reasonableness to determine flat rents.

G. Annual Update of Flat Rents:

The MHB shall review the Flat Rent structure annually and adjust the rents as needed. Residents on flat rent will not be affected by flat rent updates until their

next regular reexamination/ recertification.

H. Recertification of Families on Flat Rents:

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that unit size is still appropriate and Community Service requirements are met.

XV. Procedures to Be Used in Determining Income and Rent

A. Annual Income:

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. Annual income includes but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.

NOTE: If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.

4. The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts (See below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.);
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See below concerning treatment of lump-sum additions as family assets.);
6. All welfare assistance payments (Temporary Assistance for Needy Families, General Assistance) received by or on behalf of any family member;
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and

NOTE: Regular contributions (including non-cash contributions) to the household must be considered income if they are not for medical expenses. For example, if someone who is not a household member pays the telephone bill or car payment every month, or buys gas, tires and insurance for the car, these contributions would be considered income for the purposes of the public housing program.

8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See below concerning pay for exposure to hostile fire.)

B. Items not Included in Annual Income:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see above if the payments are or will be periodic in nature);
4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
5. Income of a live-in aide provided the person meets the definition of a live-in aide;
6. The full amount of student financial assistance paid directly to the student or the educational institution;
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Certain amounts received that are related to participation in the following programs:
 - (a) Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - (b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - (c) Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - (d) A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a public housing resident for performing a service for the MHB, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - (e) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the MHB;
9. Temporary, non-recurring, or sporadic income (including gifts);
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
12. Adoption assistance payments in excess of \$480 per adopted child;
13. The incremental earnings and benefits to any resident:
 - Whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment;
 - Whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or
 - Whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during

the exclusion period.

For purposes of this paragraph, the following definitions apply:

- (a) State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the MHB in consultation with the local agencies administering Temporary Assistance for Needy Families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies, and transportation assistance: provided that the total amount over a six-month period is at least \$500.
 - (b) During the 12-month period beginning when the member first qualifies for a disallowance, the MHB must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
 - (c) Regardless of how long it takes a resident to work for 12 months (to qualify for the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - (d) The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
- 14. Deferred periodic payments of SSI and Social Security (SS) benefits that are received in a lump sum payment;
 - 15. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 - 16. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
 - 17. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];

- Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088];

Examples of programs under this Act include but are not limited to:

- The Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program;
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [25 USC. 459(e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program [42 USC 8624 (f)];
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29 USC 1552 (b)];
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087].

Examples of Title IV programs include but are not limited to:

- Basic Educational Opportunity Grants (Pell Grants),
- Supplemental Opportunity Grants,
- State Student Incentive Grants,
- College Work Study, and
- Byrd Scholarships.

Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]:

Examples of programs under this act include but are not limited to:

- Senior Community Services Employment Program,

- National Caucus Center on the Black Aged,
- National Urban League,
- Association National Pro Personas Mayors,
- National Council on Aging,
- American Association of Retired Persons,
- National Council on Senior Citizens, and
- Green Thumb.

Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Agent Orange product liability litigation;

Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);

The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 [42 USC 9858(q)];

Earned income tax credit refund payments received on or after January 1, 1991 [26 USC 32 (j)].

Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;

Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;

C. Anticipating Annual Income:

If it is not feasible to anticipate income for a 12-month period, the MHB may use the annualized income anticipated for a shorter period, subject to an interim adjustment at the end of the shorter period. (This method would be used for teachers who are only paid for nine months, or for residents receiving unemployment compensation.)

D. Adjusted Income:

Adjusted income (the income upon which rent is based) means annual income less the following deductions and exemptions:

1. For All Families:

(a) Child Care Expenses:

A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be

un-reimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by the MHB when the expense is incurred to permit education or to seek employment.

(b) Dependent Deduction:

An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under 18 years of age or who is 18 years of age or older and disabled, or a full-time student.

(c) Work-related Disability Expenses:

A deduction of un-reimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the disabled member, to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.

NOTE: Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

(i) For families without medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.

(ii) For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all un-reimbursed expenses for work-related disability that do not exceed the employment income earned. If this amount is less than three percent of annual income, the remainder of the three percent will be taken from medical expenses. If disability expenses are greater than three percent of annual income, all un-reimbursed medical expenses as defined below will be deducted.

2. Elderly and Disabled Families Only:

(a) Medical Expense Deduction:

A deduction of un-reimbursed medical expenses, including insurance premiums, anticipated for the period for which annual income is computed. Medical expenses include but are not limited to: services of physicians and other health care professionals, services of health care facilities, health insurance premiums (including the cost of

Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the MHB for determining a deduction from income, the expenses claimed must be verifiable.

- (i) For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
- (ii) For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described above.

- (b) Elderly/Disabled Household Exemption:
An exemption of \$400 per household. (See appendix A.)

NOTE: Optional Deductions/Exemptions: The MHB may amend this policy and grant further deductions. Any such deduction will be noted here.

E. Computing Rent:

1. The TTP.

The first step in computing rent is to determine each family's Total Tenant Payment (TTP). Then, if the family is occupying a unit that has resident-paid utilities, the Utility Allowance is subtracted from the TTP. The result of this computation, if a positive number, is the tenant rent. If the TTP less the utility allowance is a negative number, the result is the utility reimbursement, which may be paid to the resident or, directly to the utility company by the MHB.

2. TTP is the highest of:

- 30% of adjusted monthly income; or
- 10% of monthly income; but never less than the...
- \$50 minimum rent; and never more than the...
- Flat rent/ceiling rent, if chosen by the family.

NOTE: It is possible for public housing residents to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a public housing family's TTP is the minimum rent of \$50 and the MHB's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$10 (\$60 less \$50) for resident purchased utilities.

- 3. Tenant rent is computed by subtracting the utility allowance for resident supplied utilities (if applicable) from the TTP. In developments where the

MHB pays all utility bills directly to the utility supplier, tenant rent equals TTP.

4. The minimum rent shall be \$50 per month, but a hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples under which residents would qualify for the hardship exemption to the minimum rent would be limited to the following:
 - The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;
 - The family would be evicted as result of the imposition of the minimum rent requirements;
 - The income of the family has decreased because of changed circumstances, including loss of employment;
 - A death in the family has occurred; or
 - Other circumstances as determined by the MHB
5. At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the flat rent applicable to the unit they will be occupying.

XVI. Complaints and Grievance Procedures

- A. Complaints and grievance procedures shall be processed in accordance with the MHB approved grievance procedure. The grievance procedure is incorporated into this document by reference and is the guideline to be used for grievances and appeals. The grievance policy is only applicable to Public Housing residents. Applicants are only entitled to an informal hearing, NOT THE GRIEVANCE POLICY, upon proper request.
- B. Resident complaints and/or problems are to be handled as follows:
 1. Problems that occur in a specific community or in occupancy shall be handled by the Management Office whenever possible.
 2. Complaints that cannot be resolved by the Housing Manager shall be referred promptly to the Director of Rental Housing Programs Division or designee in writing, and explained in detail.

XVII. Security Deposits

A security deposit shall be made pursuant to a schedule posted in the MHB management office. Security deposits may be refunded as provided in the Lease and in this procedure. Any balance of the security deposit shall be returned by mail to the former resident as defined in the lease and by state law. A detailed statement of all charges (rent, late fees,

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damages, etc.) made against the security deposit will be included and mailed within 35 days to the last known address of the resident. No security deposit shall be returned until keys to the unit have been returned to the MHB. All security deposits for pets shall be made in accordance with the MHB pet policy. There is no interest accrued or paid on any security deposit refunds, if any.

XVIII. Pet Rule

- A. This MHB has adopted a pet policy for use in all MHB property (refer to Appendix L). All Residents must comply with this pet policy. FAILURE TO COMPLY WITH THE PET POLICY WILL BE CONSIDERED A SERIOUS BREACH OF THE LEASE. Residents will comply with Section IV (P) of their dwelling lease that states, "Not to keep or allow dogs, cats, or any other animals or pets on the premises without prior written consent of Landlord."
- B. The Pet Policy does not apply to assistance animals that are used to assist persons with disabilities. (See Assistance Animal Policy in Appendix L)

XIX. Deconcentration Rule

- A. Objective:
The objective of the Deconcentration Rule for public housing units is to ensure that families are housed in a manner that will prevent a concentration of poverty families and/or a concentration of higher income families in any one development. The specific objective of the MHB is to house no less than 40 percent of its public housing inventory with families that have income at or below 30% of the area median income by public housing development. Also the MHB will take actions to insure that no individual development has a concentration of higher income families in one or more of the developments.
- B. Exemptions:
The following are exempt from this rule.
 - Public housing development with fewer than 100 public housing units. A covered development is defined as any single development or contiguous developments that total over 100 units.
 - Public housing developments, which house only elderly persons or persons with disabilities, or both.
 - Public housing developments, which consist of only one general occupancy family public housing development.
 - Public housing developments approved for demolition or conversion to resident-based assistance.
 - Mixed financing developments.
- C. Actions:

To accomplish the deconcentration goals, the MHB will take the following actions:

1. At the beginning of each MHB fiscal year, the MHB will establish a goal for housing 40% of its new admissions with families whose incomes are at or below the area median income. The annual goal will be calculated by taking 40% of the total number of move-ins from the previous MHB fiscal year.
2. To accomplish the goals of deconcentration:
 - (a) Not less than 40% of the MHB admissions on an annual basis shall be to families that have incomes at or below 30% of area median income (extremely low-income), and
 - (b) The MHB shall determine the average income of all families residing in all the MHB's covered developments. The MHB shall determine the average income of all families residing in each covered development. In determining average income for each development, the MHB has adjusted its income analysis for unit size in accordance with procedures prescribed by HUD. The MHB shall determine whether each of its covered developments falls above, within or below the established income range. The established income range is from 85 to 115 percent (inclusive) of the average family income.

NOTE: To calculate the extremely low-income figure: Find the average family size (MHB wide) of the covered developments and extrapolate the amount from the HUD published extremely low-income limits. For example, if the average family size is 2.6, the two-person limit may be \$12,400 and the three-person limit may be \$13,950. Therefore, the figure will be \$12,400 plus 60% of the difference between the two figures, which is \$13,330. This figure will be recalculated upon receipt of new HUD determined income limits.

NOTE: Fair Housing Requirements. All admission and occupancy policies for public housing programs must comply with Fair Housing Act requirements and with regulations to affirmatively, further fair housing. The MHB may not impose any specific income or racial quotas for any development or developments.

XX. Community Service Policy

A. Each Non-Exempt Adult Public Housing Resident Must:

1. Contribute eight hours of community service;
2. Participate in a self-sufficiency program for eight hours in each month; or
3. Perform eight hours per month of combined activities as described in items one and two.

Note: Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self responsibility in the community. Community service does not include political activities.

Note: For purposes of the community service requirement and adult is a person 18 years or older.

B. Exempt: An Adult Who:

1. Is 62 years of age or older.
2. Qualifies with disabilities that prevent the individual's compliance. The individual must provide appropriate documentation to support the qualifying disability, which may include self certification. In addition, any person who is the primary caretaker of such individual is exempt.
3. Is engaged in work activities as defined in section 407(d) of the Social Security Act.
4. Is participating at least eight hours a month in a welfare-to-work program.
5. Is a member of a family receiving assistance from and in compliance with a State program funded under Part A, Title IV of the Social Security Act.
6. Currently working at least 20 hours per week.

C. Proof of Compliance:

Each head of household must present to the MHB management office documentation that he/she and all other persons eighteen years of age or older living in the household, who are not exempt, have complied with this section. Documentation may include a letter from the agency on letterhead or other official document. Any such documentation shall be verifiable by the MHB. Failure to comply with the Community Service Requirement and to provide appropriate verifiable documentation prior to the date required shall result in the lease not being renewed by the MHB. Provided, however, that the MHB may allow the family member who is not in compliance to complete the requirements within the following year as follows: The head of household and the person not in compliance shall sign an agreement stating that the deficiency will be cured within the next twelve months. The head of household annually at reexamination shall make proof of compliance with the agreement. Failure to comply with the agreement shall result in the lease being terminated for such non-compliance, unless the person(s) other than the head of household no longer resides

in the unit and has been removed from the lease.

NOTE: FAILURE TO COMPLY WITH THE COMMUNITY SERVICE REQUIREMENT AND TO PROVIDE APPROPRIATE VERIFIABLE DOCUMENTATION PRIOR TO THE DATE REQUIRED SHALL RESULT IN THE LEASE NOT BEING RENEWED BY THE MHB.

D. Changes in Exempt or Non-Exempt Status will be handled during an interim or annual reexamination.

E. Eligible Activities:

1. Community Service:

- Work at a local public or non-profit institution, including but not limited to: school, Head Start, other before or after school programs, child care center, hospital, clinic, hospice, nursing home, recreation center, senior center, adult day care program, homeless shelter, feeding program, food bank (distributing either donated or commodity foods), or clothes closet (distributing donated clothing), etc.;
- Work with a non-profit organization that serves MHB residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, other children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Center, Community clean-up programs, Beautification programs, etc.;
- Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Senior meals programs, Senior Center, Meals on Wheels, etc.;
- Work with any other public or non-profit youth or senior organizations;
- Work as an officer of a development or city-wide resident organization;
- Work as a member of the Resident Advisory Committee;
- Work at the MHB to help improve physical conditions (for example as a floor, grounds, or building captain);
- Work at the MHB to help with senior programs;
- Helping neighborhood groups with special projects;
- Working through a resident organization to help other residents with problems, serving as an officer in a Resident Organization, serving on the Resident Advisory Board; and
- Caring for the children of other residents so they may volunteer.

2. Eligible Self-Sufficiency Activities

Eligible self-sufficiency activities in which residents may engage include, but are not limited to:

- Job readiness programs;
- Job training programs;
- Skills training programs;
- Higher education (Junior college or college);
- GED classes;
- Apprenticeships (formal or informal);
- Substance abuse or mental health counseling;
- English proficiency or literacy (reading) classes;
- English as a second language classes;
- Budgeting and credit counseling; and
- Carrying out any activity required by the Department of Public Assistance as part of welfare reform.

XXI. Closing of Files and Purging Inactive Files

This MHB will purge inactive files, after they have been closed for a period of three years, with the exception of troubled cases, or in cases involving a household containing a minor with a reported elevated blood-lead level (EBL) the record is retained indefinitely.

During the term of tenancy and for three years thereafter the MHB will keep the resident file. In addition, the MHB must keep for at least three years the following records:

- Records with racial, ethnic, gender and disability status data for applicants and residents.
- The application from each ineligible family and the notice that the applicant is ineligible.
- HUD required reports and other HUD required files.
- Lead based paint inspection reports as required.
- Unit inspection reports.
- Accounts and other records supporting the MHB and financial statements.
- Other records which HUD may specify.

The MHB shall retain all data for current residents for audit purposes. No information shall be removed which may affect an accurate audit.

XXII. Program Management Plan (Organization Plan)

Reference the MHB's adopted personnel policy for the organization plan of the MHB.

XXIII. Compliance with Equal Opportunity Requirements for Posting Required Information

There shall be maintained in each MHB office waiting room a bulletin board, which will contain the following posted materials:

- Statement of policies and procedures governing ACOP this policy also outlines the MHB's Tenant Selection and Assignment Plan.
- Open occupancy notice (applications being accepted and/or not accepted).
- Directory of housing communities including names, address of project offices, and number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all ha facilities.
- Income limits for admission.
- Utility allowances.
- Current schedule of routine maintenance charges/transfer charges.
- Dwelling lease.
- Grievance procedure and hearing officers.
- Fair housing poster.
- "Equal Opportunity in Employment" poster.
- Any current "tenant notices."
- Security deposit charges.

XXIV. Other Policies

Additional policies and charges are attached to the end of this document and are incorporated as if fully set out herein. These policies and charges may be changed from time to time, or amended, and such changes or amendments shall be substituted in this document to keep this policy current. All items substituted within this document shall be kept by the MHB in a separate file for historical and research purposes.

EXHIBIT 1

**MOBILE HOUSING BOARD
RENTAL HOUSING PROGRAMS DIVISION
PUBLIC HOUSING SITE OFFICES**

AL 2-1: OAKLAWN HOMES 1010 Baltimore Street Mobile, AL 36605 Phone #: (251) 434-2285	AL 2-8: JOSEPHINE ALLEN HOMES 650 N. Thomas Avenue Mobile, AL 36610 Phone #: (251) 434-2283
AL 2-2: ORANGE GROVE HOMES 275 Fourth Court Mobile, AL 36602 Phone #: (251) 434-2303	AL 2-10: R. V. TAYLOR PLAZA 1517 Plaza Drive Mobile, AL 36605 Phone #: (251) 434-2262
AL 2-3: ROGER WILLIAMS HOMES 308 Simington Drive Mobile, AL 36617 Phone #: (251) 434-2287	AL 2-12/15: CENTRAL PLAZA TOWERS 300, 302, 304 Bayshore Avenue Mobile, AL 36607 Phone #: (251) 434-2290
AL 2-5/11/14/17: THOMAS JAMES PLACE/ WEST CARDINAL PLACE 1555-A Eagle Drive Mobile, AL 36605 Phone #: (251) 434-2390	AL 2-13: EMERSON GARDENS 759 Palmetto Street Mobile, AL 36602 Phone #: (251) 434-2293
AL 2-6: GULF VILLAGE HOMES 105 S. Fairport Drive Prichard, AL 36610 Phone #: (251) 434-2289	AL 2-16: FRANK W. BOYKIN TOWER 1600 Michigan Avenue Mobile, AL 36605 Phone #: (251) 434-2292

APPENDIX A

DEFINITIONS

ACCESSIBLE DWELLING UNITS - When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR § 8.32 & § 40 [the Uniform Federal Accessibility Standards] is “accessible” within the meaning of this paragraph. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

ACCESSIBLE FACILITY - Means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. [24 CFR § 8.21]

ACCESSIBLE ROUTE - For persons with a mobility impairment, a continuous unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. [24 CFR § 8.3 & § 40.3.5]

ADAPTABILITY - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. [24 CFR § 8.3 & § 40.3.5]

ADJUSTED FAMILY INCOME - Adjusted Family Income is the income on which total tenant payment is to be based and means the Total Annual Income less the following allowances:

- A deduction of \$480.00 for each member of the family (other than head of household or spouse) who is:
 - (a) Seventeen (17) years of age or younger or
 - (b) Who is eighteen (18) years of age or older and a verified full-time student and/or
 - (c) Is disabled or handicapped according to this Section.
- A deduction of dollar amounts anticipated to be paid for the care of children (including foster children) less than thirteen (13) years of age where care is necessary to enable a family member to be gainfully employed or to further his/her education. The dollar amount must be verified and reflect reasonable charges and cannot exceed the amount of income from employment (if employed).
- A deduction of \$400.00 for Elderly Family whose head, spouse or sole member is sixty-two (62) years of age or older and/or is handicapped or disabled according to this Section.
- A deduction for any elderly family:
 - (a) That has no Handicapped Assistance Expense, an allowance for medical expenses equal to the amount by which the medical expense shall exceed three (3%) percent of Total Annual Family Income.

- (b) That has Handicapped Assistance Expenses greater than or equal to three (3%) percent of Total Annual Family Income, an Allowance for Handicapped Assistance computed in accordance with paragraph E of this Section, plus an allowance for medical expenses that is equal to the Family's medical expenses.
- (c) That has Handicapped Assistance Expenses that are less than three (3%) percent of Total Annual Family Income, an allowance for combined Handicapped Assistance expense and medical expense that is equal to the amount by which the sum of these expenses exceeds three (3%) percent of Total Annual Family Income. Expenses used to compute the deduction cannot be compensated for nor covered by insurance.
- A deduction for any family that is not an elderly family but has a handicapped or Disabled member other than the head of household or spouse, Handicapped Assistance Expense in excess of three (3%) percent of Total Annual Family Income, but this allowance may not exceed the employment received by family members who are eighteen (18) years of age or older as a result of the Assistance to the Handicapped or Disabled person.

ADULT - An adult is a person who has reached his/her 19th birthday or 18 years of age and married (not common law), who has been relieved of the disability of non-age by the juvenile court, or who has been convicted of a crime as an adult under any Federal, State or tribal law. Only persons who are adults shall be eligible to enter into a lease agreement for occupancy.

ALTERATION - Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, reroofing, interior decoration or changes to mechanical systems. [24 CFR § 8.3 & § 8.23 (b)]

APPLICANT - A person or a family that has applied for admission to housing.

AREA OF OPERATION - The jurisdiction of the HA as described in applicable State law and the HA's Articles of Incorporation.

ASSETS - Assets mean cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. IMPORTANT: See the definition of Net Family Assets, for assets used to compute annual income. (See 24 CFR § 5.603 for definition of Net Family Assets)

AUXILIARY AIDS - Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR § 8.3]

BREAK-INS - Break-ins mean bona fide attempts at burglary, which are reported to the police department and are subject to verification by written police reports furnished by the Tenant(s).

CARE ATTENDANT - A person that regularly visits the unit of a HA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their

own place of residence (and if requested by HA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.

CATASTROPHIC INVOLUNTARY DISPLACEMENT - Displacement that may be caused by fire, acts of nature.

CEILING RENTS – Ceiling rents are the maximum rent under the selection of an income based rent. Effective October 1, 2002 the ceiling rent shall be adjusted to the amount of the flat rent.

Ceiling rents are the tenant rent and no utility allowances can be deducted from the ceiling rent amount.

CHILD - A member of the family, other than the family head or spouse, who is under 18 years of age.

CHILD CARE EXPENSES - Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to actively seek employment (which shall be documented by the family to the satisfaction of the HA), be gainfully employed or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The reasonable amount of charges is determined by the HA, by conducting surveys of local child care providers.

Note: If the Total Annual Income less the above allowances result in a rent that is less than the established minimum rent, the tenant rent will be established at the HA established minimum rent.

CHILD CUSTODY - An applicant/occupant family who does not have full custody of a child/children may only claim a child as a dependent by the following:

- The applicant/occupant must have primary custody of the child.
- The applicant/occupant must provide sufficient evidence that if the applicant were admitted to public housing the child would reside with the applicant. [NOTE: The same child cannot be claimed by more than one applicant.]

CITIZEN - A citizen or national of the United States.

CO-HEAD OF HOUSEHOLD - A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.

COMMUNITY SERVICE REQUIREMENT - Each non-exempt adult family member must perform eight (8) hours of qualifying community service per month.

COVERED PERSON - For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.

DATING VIOLENCE – Violence committed by a person:

- A. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- B. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - i. The length of the relationship.
 - ii. The type of relationship.
 - iii. The frequency of interaction between the persons involved in the relationship.

DEPENDENT - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. [24 CFR § 5.603] An unborn child shall not be considered a dependent.

DESIGNATED FAMILY - Means the category of family for whom HA elects (subject to HUD approval) to designate a project (e.g. elderly family in a project designated for elderly families) in accordance with the 1992 Housing Act.

DESIGNATED HOUSING (OR DESIGNATED PROJECT) - A project(s), or portion of a project(s) designated for elderly only or for disabled families.

DISABLED FAMILY - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. [24 CFR § 5.403]

DISABLED PERSON - (See Handicapped Person)

DISPLACED FAMILY - A person, or family, displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

DISPLACED PERSON - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the former Federal preference for involuntary displacement. [(42 USC 1437a(b)(3)]

DIVESTITURE INCOME - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets [24 CFR § 5.603] in this section.)

DOMESTIC VIOLENCE - Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or

family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

DRUG - A controlled substance as defined in the Controlled Substances Act. [24 CFR § 5.100]

DRUG-RELATED CRIMINAL ACTIVITY - The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell distribute or use the drug. [24 CFR § 5.100]

ELDERLY FAMILY - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. [24 CFR § 5.403]

ELDERLY PERSON - A person who is at least 62 years of age. [42 USC 1437a(b)(3)]

ENTERPRISE INCOME VERIFICATION (EIV) - A computerized Social Security Number matching system utilized to obtain income information.

EVICTION -This may include not only official action taken by a court, but also the case when a tenancy has been terminated and the tenant moves out prior to a proceeding being filed with the court or during the pendency of a court proceeding.

EVIDENCE OF CITIZENSHIP OR ELIGIBLE IMMIGRATION STATUS - The documents that must be submitted to evidence citizenship or eligible immigration status.

EXTREMELY LOW INCOME FAMILY - A Family who's Annual Income is equal to or less than 30% of Area Median Income, as published by HUD.

FAMILIAL STATUS - A single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as single persons. Therefore, a single pregnant woman and individuals in the process of obtaining custody of any individual who has not attained the age of 18 years are processed for occupancy the same as a single persons and only entitled to a one bedroom units. Once the child is born and/or the custody is obtained, the family will qualify for a two-bedroom unit and authorized to transfer as outlined in the Transfer Section.

FAMILY -

- Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in HA housing; OR
- Two or more persons who are not so related, but are regularly living together, can verify shared income or resources that will live together in HA housing.

Note: By definition, a family must contain a competent adult of at least 19 years of age or 18 years of age and married (not common law) to enter into a contract and capable of functioning as the head of the household. If an individual is 18 and qualifies under the definition of family by being married, the head of household and the spouse must be parties to the lease, if both are residing in the premises.

The term family also includes the following terms defined in this Section:

- Elderly family
- Near elderly family
- Disabled family
- Displaced person
- Single person
- Remaining member of a tenant family,
- A foster care arrangement, or a kinship care arrangement

Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. [24 CFR § 5 and 960]

- Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

FIFTY PERCENT (50%) OF INCOME FOR RENT - Families that pay 50% or more of their family income for rent including utilities qualify for a preference, in selecting applicants for admission to public housing.

FLAT RENT - The market value of the unit as set by the study conducted by the HA in accordance with HUD rules and regulations. No utility allowances can be deducted from the flat rent amount.

Note: For families who choose flat rents, the HA must conduct a reexamination of family composition and community service requirements (WHEN APPLICABLE) at least annually, and must conduct a reexamination of family income at least once every three (3) years.

FOSTER CHILDREN - With the prior written consent of the Landlord, a foster child may reside on the premises. The factors considered by the Landlord in determining whether or not consent is granted may include:

- Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
- The Landlord's obligation to make reasonable accommodation for handicapped

persons.

FULL -TIME STUDENT - A member of a family (other than the head of household or spouse) who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603]. The attended educational institution will supply verification.

GUEST - A guest is a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined.

HANDICAPPED ASSISTANCE EXPENSE - Reasonable expenses that are anticipated, during the period for which Total Annual Family Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled family member and that are necessary to enable a family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

HANDICAPPED PERSON AND/OR DISABLED PERSON (see DISABLED PERSON) - A person having a physical or mental impairment which:

- Is expected to be of long-continued and indefinite duration,
- Substantially impedes his/her ability to live independently, and
- Is of such a nature that such disability could be improved by more suitable housing conditions.

Note: All three conditions must be met to qualify as handicapped. A person who is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 USC 6001(7)), or is handicapped as defined below:

- Section 223 of the Social Security Act defines disability as:
 - (1) "Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve (12) months; or
 - (2) In the case of any individual who has attained the age of fifty-five (55) and is blind (within the meaning of "blindness" as defined in Section 416(I) 1 of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."
- Section 102(5), of the Development Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

"A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition of an individual found by the Secretary (of Health and Human

Resources) to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen (18), which has continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individual."

- No individual shall be considered to be a person with a disability for purposes of eligibility for low income housing solely on the basis of any drug or alcohol dependency.

HAZARDOUS DUTY PAY - Pay to a family member in the Armed Forces away from home and exposed to hostile fire.

HEAD OF HOUSEHOLD - The adult member of the family (identified by the family) who is the head of the household for purposes of determining income eligibility and rent. Also, the head of household is primarily responsible and accountable for the family, particularly in regard to lease obligations.

HOMELESS FAMILY - Any individual or family who:

- Lacks a fixed, regular, and adequate nighttime residence;
- Has a primary nighttime residence that is:
 - (1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing or housing for the mentally ill);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
- A homeless family does not include:
 - (1) Any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State Law; or
 - (2) Any individual who is a Single Room Occupant that is not considered substandard housing.

HOUSEHOLD - The family and a HA-approved Live-in Aide.

INCOME EXCLUSIONS - Annual Income does not include such temporary, non-recurring or sporadic income as the following:

- Income from employment of children (including foster children) under the age of eighteen (18).
- Payment received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- Lump-sum additions to family assets, such as, inheritances, insurance payments, (including payments under health and accident insurance and workmen's compensation), capital gains, and settlements for personal or property losses (except payment in lieu of earnings).
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member.
- Income of a live-in aide (as defined in this policy).
- The full amount of student financial assistance paid directly to the student or to the

educational institution.

- The special pay to a family member serving in the armed forces who is exposed to hostile fire.
- Amounts received under training programs funded by HUD.
- Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs which is specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the HA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No Resident may receive more than one such stipend during the same period of time.
- Incremental earnings and benefits resulting to any family member from participation in State or local employment training programs (including training programs not affiliated with a local government) in training of a family member as resident Management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.
- Temporary, nonrecurring or sporadic income (including gifts).
- Reparation payments paid by a foreign government pursuant to claims under the laws of that government by persons who were persecuted during the Nazi era.
- Earning in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480 per adopted child.
- Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the costs of services and equipment to help keep the developmentally disabled family member at home.
- The value of the allotment provided to an eligible household under the Food Stamp Act of 1977.
- Payments to volunteers in programs pursuant to the Domestic Volunteers Service Act of 1973.
- Payments received under the Alaska Native Claims Settlement Act.
- Income derived from certain sub-marginal land of the United States that is held in trust for certain Indian tribes.
- Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
- Payments received under programs funded in whole or in part under the Job Training Partnership Act. Effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Work

Force Investment Act of 1998.

- Income derived from the disposition of funds to the Grand River band of Ottawa Indians.
- The first \$2,000.00 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interest of individual Indians in trust or restricted lands, including the first \$2,000.00 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands.
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under federal work study programs or under Bureau of Indian Affairs Student Assistance Programs.
- Payments received from Programs funded under Title V of The Older Americans Act of 1985.
- Payments received on or after January 1, 1989, from the Agent Orange settlement fund or any other fund established pursuant to the settlement "In Re: Agent-Product Liability Litigation" M.D.L. No. 381 (EDNY).
- Payments received under the Maine Indian Claims Settlement Act of 1980.
- The value of any childcare provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the "Child Care and Development Block Grant Act of 1990."
- Earned Income Tax Credit (EITC) refund payments received on or after January 1, 1991.
- Payments by the Indian Claims Commission to the confederated tribes and bands of the Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- Any allowance paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam Veteran.
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the costs of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- Allowances, earnings and payments to individuals participating in programs under the Work Force Investment Act of 1998.
- Relocation payments made pursuant to Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- Twelve Month Exclusions (Self-sufficiency incentives):
 - (1) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937, and the Quality Housing and Work Responsibility Act of 1998 (referred to as the 1998 Act) or any comparable Federal, State, or local law during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - (a) Comparable Federal, State or Local Law means a program providing employment training and supportive services that:
 - (i) Are authorized by a federal, state or local law;
 - (ii) Are funded by federal, state or local government;
 - (iii) Are operated or administered by a public agency;
 - (iv) Has as its objective to assist participants in acquiring job skills; and/or

- (v) If applicable, is a participant in the HA Family Self-Sufficiency Program.
 - (b) Exclusion period means the period during which the resident participates in a program described in this section, plus 12 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937 and the 1998 Act. Amount previously being received, including TANF, will continue to be counted as annual income.
 - (c) Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- (2) In addition to the training exclusion listed above, the 1998 Act excludes the income for 12 months of a family member who was previously unemployed for one or more years, which is defined as a minimum of 12 consecutive months. This includes a person who has earned income during the previous 12 months but the income was no more than 10 hours of work per week for 50 weeks at or below the established minimum wage. The 1998 Act also excludes the income for 12 months for any resident who received assistance under the Temporary Assistance for Needy Families (TANF) program in the last six (6) months. The TANF funding received must be a minimum of \$500 over a six-month period. A representative from the TANF agency must verify that the resident is or was receiving TANF benefits within the last six months. The six-month period will start on the day the resident reports the income to the HA. Also, the 1998 Act excludes for 12 months the income resulting in the participation of a family member in the HA Family Self-Sufficiency Program, if applicable to the HA.
 - (3) Phase-in-of Rent Increases: Upon the expiration of the 12-month exclusion period as described in this section, the rent payable by a family may be increased due to continued employment of the resident but the increase will be limited to 50% of the increase in the total rent increase. The increase will be effective on the first day of the thirteenth month and expire on the twenty-fourth month. After the conclusion of the twenty-four month period, the applicable rent calculated without exclusions, as described in this section, and in accordance with federal regulations will be due and payable on the first of the twenty-fifth month. Total income will include income counted in the previous twelve months plus 50% of the increase.
 - (4) Maximum four-year disallowance. The disallowance of increased income of an individual family member as provided above is limited to a lifetime 48-month period. It only applies for a maximum of 24 months as described above during the 48 period starting from the initial exclusion period.
 - (5) Inapplicability to admission. The disallowance of increases in income as a result of employment under this section does not apply for purposes of admission to the program.
 - (a) If a person is employed prior to admission they will not qualify for this income exclusion.
 - (b) If a family member begins employment after admission they may be eligible for income exclusion.

INDIVIDUAL WITH DISABILITIES - Section 504 definition [24 CFR § 8.3]

Section 504 definitions of Individual with Disabilities and Qualified Individual with Disabilities are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504,

Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”. Individual with disabilities means any person who has:

- (a) A physical, mental or emotional impairment that:
 - Substantially limits one or more major life activities;
 - Has a record of such an impairment;
 - Or is regarded as having such impairment.
- (b) For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (c) Definitional elements:

“Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“Has a record of such an impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

“Is regarded as having an impairment” means has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

Note: A person would be covered under the first item if HA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of PHA’s housing program because of myths, fears, and stereotypes associated with the

disability or perceived disability.

- (d) The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definition of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

INFANT - A child under the age of two years.

INS - The U. S. Immigration and Naturalization Service.

INTERIM REDETERMINATION OF RENT - Changes of rent between admissions and reexaminations and the next succeeding reexamination.

INVOLUNTARY DISPLACEMENT - Families that meet the definition of involuntary displaced qualify for a preference in the selecting applicants for admission to public housing.

KINSHIP CARE - An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law)

LIVE-IN AIDE - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by HA to be essential to the care and well being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403]. HA policy on Live-in Aides stipulates that:

- (a) Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the live-in aide is qualified to provide such care;
- (b) Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- (c) Live-in Aides have no right to the unit as a remaining member of a resident family;
- (d) Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident family;
- (e) A Live-in aide is a single person;
- (f) A Live-in Aide will be required to meet HA's screening requirements with respect to past behavior especially:
 - A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;

- Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and
- A record of eviction from housing or termination from residential programs.

LOW-INCOME HOUSEHOLD - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families [42 USC 1437a(b)]

MEDICAL EXPENSE - Those necessary medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses, in excess of three percent (3%) of Annual Income, are deductible from income by elderly families only [24 CFR § 5.603].

MILITARY SERVICE - Military Service means the active military service of the United States, which includes the Army, Navy, Air Force, Marine Corps, Coast Guard, and, since July 29, 1945, the commissioned corps of the United States Public Health Service.

MINIMUM RENT - The HA has the discretion to establish the minimum rent from \$0 up to \$50.

MINOR - A "minor" is a person under nineteen years of age. Provided, that a married person 18 years of age or older shall be considered to be of the age of majority. (An unborn child may not be counted as a minor.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".

MIXED FAMILY - A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

MIXED POPULATION PROJECT - Means a public housing project for elderly and disabled families. The HA is not required to designate this type of project under the Extension Act. (PIH Notice 97-12)

MONTHLY ADJUSTED INCOME - One-twelfth of Adjusted Annual Income.

MONTHLY INCOME - One twelfth of Annual Income. For purpose of determining priorities based on an applicant's rent as a percentage of family income, family income is the same as monthly income.

MULTIFAMILY HOUSING PROJECT - For purposes of Section 504, means a project containing five or more dwelling units. [24 CFR § 8.3]

NATIONAL - A person who owes permanent allegiance to the united States, for example, as a result of birth in a United States territory or possession.

NEAR-ELDERLY FAMILY - Means a family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or

more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR § 5.403]

NEAR-ELDERLY PERSON - Means a person who is at least 50 years of age but below 62, who may be a person with a disability [42 USC 1437a(b)(3)]

NET FAMILY ASSETS - The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR § 5.603]

- (a) Real property (land, houses, mobile homes)
- (b) Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)
- (c) Cash value of whole life insurance policies
- (d) Stocks and bonds (mutual funds, corporate bonds, savings bonds)
- (e) Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity. Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms [24 CFR §5.603(b)(3)].

NONCITIZEN - A person who is neither a citizen nor national of the United States.

OTHER PERSON UNDER THE RESIDENT'S CONTROL - The person although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control (e.g. the Pizza Delivery person)

PERSON WITH DISABILITIES¹ [42 USC 1437a(b)(3)] - Means a person² who:

- (a) Has a disability as defined in Section 223 of the Social Security Act (42 USC 423); or,
- (b) Has a physical, mental or emotional impairment that:
 - Is expected to be of long continued and indefinite duration;
 - Substantially impedes his/her ability to live independently; and,
 - Is of such nature that such disability could be improved by more suitable housing conditions; or,
- (c) Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act [42 USC 6001 (5)].

Note: A person with disabilities may be a child.

Note: This is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission.

PORTION OF PROJECT - Includes, one or more buildings in a multi-building project; one or more floors of a project or projects; a certain number of dwelling units in a project or projects. [24 CFR § 945.105]

PREMISES - The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

PROJECT, SECTION 504 - Means the whole of one or more residential structures & appurtenant structures, equipment, roads, walks, & parking lots that are covered by a single contract for Federal financial assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site. [24 CFR § 8.3]

NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. [24 CFR 8.4 (c) (2)]

PUBLIC HOUSING AGENCY (PHA) - Any State, County, Municipality or other government entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development of operation of housing for lower income families.

QUALIFIED INDIVIDUAL WITH DISABILITIES, SECTION 504 - Means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the PHA can demonstrate would result in a fundamental alteration in its nature.

Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

RECERTIFICATION - Recertification is sometimes called reexamination. The process of securing documentation which indicates that tenants meet the eligibility requirements for continued occupancy.

RE-EXAMINATION DATE - The date on which any rent change is effective or would be effective if required as a result of the annual re-examination of eligibility and rent. The re-examination date(s) is the anniversary date (month) of the lease.

REMAINING MEMBER OF THE RESIDENT FAMILY - The person(s) of legal age remaining in the public housing unit (with the knowledge and permission of the MHB as an authorized member of the family composition) after the person(s) who signed the lease has (have) left the premises, other than by eviction. An individual must occupy the public housing unit to which he claims head of household status for one year before becoming

eligible for subsidized housing as a remaining family member. If the head of household dies or leaves the unit permanently for any reason except eviction, the remaining members may continue to occupy the unit if there is at least one household member (not a live-in aide) who may or may not qualify for assistance on their own circumstances. A new lease must be signed to correct the family's composition in the resident file. The Mobile Housing Board may permit an adult not on the lease to be a new head of household after the death or departure of the original head of household. This would usually occur when the only family members remaining in the unit are children, who otherwise would have to leave the unit. The Mobile Housing Board will consider whether there are any remaining family members capable of executing a lease before permitting a new head of household in the unit. The proposed new head of household must complete forms necessary for housing within ten (10) days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. Any person who claims him or herself as a remaining member shall, in the event the Mobile Housing Board declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. The person requesting remaining member status must request the grievance process in writing within ten (10) days from notification that he or she is not eligible for head of household status. In the interim time between the time of the request for grievance process and the decision by the hearing officer, all rent pursuant to the lease shall be deposited into an escrow account with the Mobile Housing Board under the same provisions as those relating to a resident requesting a grievance hearing relating to rent under the grievance process. The Mobile Housing Board does not recognize the person as a resident by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a resident until such time as the person is granted resident status after the verification process is completed and the Mobile Housing Board executes a new lease. In either case, the new head of household will be charged for any outstanding debt incurred by the former head or spouse. The Mobile Housing Board may establish a payment plan with the new head of household, especially in the case where there could be an eviction due to delinquent amount incurred by the former head. The Mobile Housing Board will not hold remaining family members under age 18 responsible for the rent arrearages incurred by the former head of household, nor for any amount incurred before a new head of household attains age 18. This person must complete forms necessary for housing within ten days from the departure of the leaseholder and may remain in the unit for a reasonable time pending the verification and grievance process. This person must, upon satisfactory completion of the verification process, then execute a new lease and cure any monetary obligations in order to remain in the unit. No hearing will be granted until all rent is current. If at any time during the grievance process the rent is not paid according to the normal requirements, the process will stop. This family member must also sign an agreement to move to the appropriate size unit when available.

Any person who claims him or herself as a remaining member shall, in the event that the MHB declares him or her ineligible for remaining member status, be entitled to the grievance process upon notice to him or her that he or she is not considered to be a remaining member of the household. This grievance process must be requested in writing within ten days from the date of the departure of the head of household by the person requesting remaining member status. In the interim time between the time of the request

for the grievance process and the decision by the hearing officer, all rent which was due pursuant to the lease, shall be deposited into an escrow account with the MHB under the same provisions as those relating to residents requesting a grievance hearing relating to rent under the grievance process. The MHB does not recognize the person as a resident by giving him or her the opportunity for a grievance hearing. A remaining member shall not be considered to be a resident until such time as a new lease is executed by the MHB and the person granted resident status after the verification status.

SEXUAL ASSAULT – Any conduct prescribed by chapter 109A of title 18, United States Code, whether or not the conduct occurs in the special maritime and territorial jurisdiction of the United States or in a Federal prison and includes both assaults committed by offenders who are strangers to the victim and assaults committed by offenders who are known or related by blood or marriage to the victim.

SINGLE PERSON - A person who lives alone, or intends to live alone, and who does not qualify as an elderly family, or a displaced person, or as the remaining member of a Tenant family.

SINGLE ROOM OCCUPANCY (SRO) - Housing (as defined in § 882.102 of the CFR) is not substandard solely because it does not contain sanitary or food preparation facilities (or both).

SPOUSE - A spouse is the legal husband or wife of the head of the household.

STALKING –

- To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
- To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to:
 - that person;
 - a member of the immediate family of that person; or
 - the spouse or intimate partner of that person.

STANDARD PERMANENT REPLACEMENT HOUSING - Is housing:

- That is decent, safe, and sanitary;
- That is adequate for the family size; and
- That the family is occupying pursuant to a lease or occupancy agreement.

Note: Such housing does not include transient facilities, such as motels, hotels, or temporary shelters for victims of domestic violence or homeless families, and in the case of domestic violence, does not include the housing unit in which the applicant and the applicant's spouse or other member of the household who engages in such violence live.

A "homeless family" does not include any individual imprisoned or otherwise detained pursuant to an Act of the Congress or a State law.

SUBSTANDARD HOUSING - A unit is substandard if it:

- Is dilapidated (a housing unit is dilapidated if it does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family, or it has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair or rebuilding. The defects may involve original construction, or they may result from continued neglect or lack of repair or from serious damage to the structure);
- Does not have operable indoor plumbing;
- Does not have a usable flush toilet inside the unit for the exclusive use of a family;
- Does not have a usable bathtub or shower inside the unit for the exclusive use of a family;
- Does not have electricity, or has inadequate or unsafe electrical service;
- Does not have a safe or adequate source of heat;
- Should, but does not, have a kitchen; or
- Has been declared unfit for habitation by an agency or unit of government.

An applicant who is a "homeless family" is living in substandard housing.

For purposes of the preceding sentence, a "homeless family" includes any individual or family who:

- Lacks a fixed, regular, and adequate nighttime residence; and
- Has a primary nighttime residence that is:
 - (a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing programs);
 - (b) An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - (c) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

TEMPORARILY ABSENT FAMILY MEMBERS - Any person(s) on the lease that is not living in the household for a period of more than thirty-days (30) is considered temporarily absent. Absences of more than six months are not generally considered to be "temporary" and must be approved by the MHB.

TENANT RENT - The amount payable monthly by the Family as rent to the MHB.

- Where all utilities (gas, water and electricity) are supplied by the MHB, Tenant Rent equals Total Tenant Payment or minimum rent. Where some or all utilities (gas, water and electricity) are not supplied by the MHB and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment or minimum rent less the utility allowance. Telephone and cable television service is not a utility.
- Ceiling rent: (see definition hereinabove)
- Flat rent: (see definition hereinabove)

Note: Utility allowances are not calculated or deducted from the flat rent. [24 CFR § 5.603].

TOTAL ANNUAL FAMILY INCOME - Annual income means all amounts, monetary or not,

which: (1) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or (2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and (3) Which are not specifically excluded in paragraph (c) of this section. (4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Total Annual Family Income includes, but is not limited to, the following:

- The full amount, before any payroll deduction, of wages and salaries, and overtime pay, including compensation for personal services (such as commissions, fees, tips and bonuses);
- Net income from the operation of a business or profession. (Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining Net Income.) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or other assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- Interest, dividends and other net income of any kind from real or personal property. (For this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). All allowance for depreciation is permitted only as authorized in Paragraph B of this section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has Net Family Assets in excess of \$5,000.00, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
- The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefit and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment; (Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS))
- Payments in lieu of earnings, such as unemployment and disability compensation, social security benefits, workmen's compensation and severance pay, but see Paragraph 55-C in this section.
- Welfare assistance. (i) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments: (A) qualify as assistance under the TANF program definition at 45 CFR 260.31; and (B) are not otherwise excluded under definition of income exclusions in this section. (ii) if the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (A) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (B) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount

calculated under this paragraph shall be the amount resulting from one application of the percentage.

- Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. If the payments actually received are different than the determined amount, rent can be adjusted in accordance with Section III D of the dwelling lease.
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay for exposure to hostile fire). Note: If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

Tenants that receive lump-sum payments that are included as income and fall in the categories listed above, [Excluding Lump Sum Supplemental Security Income (SSI) and Lump Sum Social Security Benefits (SS)], must report the income to the Housing Manager as soon as possible but no later than ten (10) calendar days after receipt of the funds and the applicable portion of the payment that is due as back rent is due fourteen (14) days after the HA notifies the family of the amount due.

Unreported Income: If a tenant fails to report income the tenancy will be terminated under the terms of the MHB's lease. If the act is determined by the MHB to be intentional, the tenant will be obligated to pay the applicable portion of the rent for any and all unreported income. If the unreported income was an unintentional by the tenant the tenant will be billed for the amount due the MHB and the amount will be payable within fourteen (14) days. If the payment cannot be made in one payment, the tenant may request the MHB to approve a repayment schedule. Any repayment agreement must be in writing and signed by the Tenant and a MHB representative. The MHB has the sole discretion as to whether or not to enter into a repayment agreement and shall consider circumstances such as fraud and/or mistake in making the decision.

TOTAL TENANT PAYMENT (TTP) - The TTP, or income-based rent, is calculated using the following formula:

- A. For the Public Housing Program, the TTP must be the greater of:
- (1) 30 percent of family monthly adjusted income (see note);
 - (2) 10 percent of family monthly income; or
 - (3) \$50, which is the minimum rent set by the MHB
 - (4) Flat/ceiling rent, if chosen by the family
- B. If the Resident pays any of the utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. [24 CFR § 5.613] See the definition for Tenant Rent. It is possible for Public Housing tenants to qualify for a utility reimbursement despite the requirement of a minimum rent. For example, if a Public Housing family's TTP is the minimum rent of \$50 and the MHB's utility allowance for the size and type unit the family has selected is \$60, the family would receive a utility reimbursement of \$10 (\$60 less \$50) for tenant purchased utilities.

UNIFORM FEDERAL ACCESSIBILITY STANDARDS - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disabled persons will have ready access to and use of such structures. The standards are

set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32(a).

UPWARD MOBILITY PREFERENCE – An admissions preference granted when:

- (a) A family can verify employment of an adult member:
 - (i) Employment at the time of the offer – To receive this preference the applicant family must have at least one family member, age 18 or older, employed at the time of PHA's offer of housing. Employment at the time of the offer must be for the 90-day period immediately prior to the offer of housing and provide a minimum of 20 hours of work per week for the family member claiming the preferences.
 - (ii) Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
 - (iii) A family member that leaves a job will be asked to document the reasons for termination. Someone who quits work after receiving benefit of the preference (as opposed to layoff, or taking a new job) will be considered to have misrepresented the facts to PHA and will have their assistance terminated.
 - (iv) The amount earned shall not be a factor in granting this local preference. This local preference shall also be available to a family if the head, spouse, or sole member is 62 or older, or is receiving social security disability, or SSI disability benefits, or any other payments based on the individual's inability to work. **[Required, 24 CFR 960.206 (b) (2)]**
- (b) A family can verify participation in a job-training program or graduation from such a program. This includes programs of job training, skills training or education accepted or mandated by the Temporary Assistance to Needy Families program;

The family must notify PHA if it enters such a program while on the waiting list and provide documentation of participation to PHA. PHA will not grant this preference if the family fails to provide notice. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference applicants must be in good standing with respect to attendance and program rules.

UTILITIES - Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone and cable service is not included as a utility [24 CFR § 990.102].

UTILITY ALLOWANCE - If the cost of utilities and other housing services for an assisted unit is not included in the Tenant rent, but is the responsibility of the family occupying the unit, then the utility allowance is an amount equal to the estimate made or approved by the

MHB or HUD of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment. If the family pays directly for one or more utilities or services, the amount of the allowance is deducted from the Total Tenant Payment in determining the contract rent.

UTILITY REIMBURSEMENT PAYMENT - Utility Reimbursement Payment is the amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. At the discretion of the HA, the check may be made payable jointly to the resident and utility provider or directly to the utility provider. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.

VERY LOW-INCOME FAMILY - A Very Low-Income Family means a family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes [42 USC 1437a(b)].

VIOLENT CRIMINAL ACTIVITY - Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.

WAGE EARNER - A person in a gainful activity who receives any wages. Said wages or pay covers all types of employee compensation including salaries, vacation allowances, tips, bonuses, commissions and unemployment compensation. The terms "Wage Earner" and "Worker" are used interchangeably.

WELFARE ASSISTANCE - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

APPENDIX B

CHRONOLOGICAL INCOME VERIFICATION PROCESS

Step	Action
1st	Compare tenant provided income information to Enterprise Income Verification (EIV) and if tenant data is within \$200/month or \$2400/year use the greater of tenant provided or EIV data. If the tenant disputes the EIV data or if the difference is greater than \$200/month or \$2400/year go to step 2.
2nd	Upfront Income Verification (UIV)/ Enterprise Income Verification (EIV) (Ex: Work Number, Credit Bureau). <u>If desired information is NOT obtained go to next step.</u>
3rd	Third party written verification. Send standard income verification to income source(s). May be sent by mail or fax. Note: If a desirable response is not received in a timely manner a 2 nd letter may be sent but not required in all cases. <u>If desired information is NOT obtained go to next step.</u>
4th	Third Party oral verification (documented to file). This could be via phone or interview by staff. A written record of this contact should be prepared by the HA that includes: date/time of contact, name and source of information, the HA staff person, summary of information provided, and the reason for using oral verification. <u>If desired information is NOT obtained go to next step.</u>
5th	Document Review: Resident file documentation may include a record of documentation reviewed by the HA staff which supports the family's statement. If possible, original copies (not photocopies) of supporting documents should be reviewed, though the HA should photocopy the document(s) (unless prohibited by law) and place in the applicant's file. The HA staff reviewing the document(s) should prepare a summary of the information and sign/date this summary. This summary should include the reason for using document review as verification and again, if possible, the HA should follow-up with a third party to obtain written verification later. <u>If desired information is NOT obtained go to next step.</u>
6th	Family Declaration or Certification: When all other forms of verification are impossible to obtain, the HA can obtain a notarized statement or signed affidavit from the family, attesting to the accuracy of the information provided. The applicant's file should clearly document why other forms of verification were impossible to obtain. Please note that this type of documentation should rarely be used and should not be used merely for the convenience of the applicant or the HA, or where the applicant cannot provide the necessary information. Note: May require re-verification in less than 12 months.

APPENDIX C

MOBILE HOUSING BOARD (MHB) CRIMINAL RECORDS MANAGEMENT POLICY

All adult applicants and residents shall complete an Authorization for Release of Police Records. The MHB shall request a National Crime Information Center (NCIC) check for criminal history for an applicant or resident when local searches warrants the need. Applicants and residents may be requested to furnish fingerprints for this purpose through the local law enforcement office to be sent to the FBI. NCIC information shall be furnished to the MHB pursuant to the agreement between the U.S. Department of Housing and Urban Development and the U.S. Department of Justice Regarding Access to National Crime Information Center Data.

For the purpose of screening applicants, lease enforcement and eviction the MHB or its Agents will attempt to obtain NCIC reports and any police records from law enforcement agencies related to a persons criminal conviction records for persons eighteen (18) years of age or older. The MHB may also request this information for juveniles, to the extent that the release of such information is not prohibited by State, local, or tribal laws.

Before the MHB takes any adverse action based on a criminal conviction record, the MHB or its Agents must provide the applicant or resident with a copy of the criminal record and an opportunity to dispute the accuracy or relevancy of the record. For applicants, the copy will be provided at a hearing. The hearing is afforded to each applicant that is denied admission and provides the applicant the opportunity to dispute any information used to deny an applicant admission to public housing (See Section XII of ACOP). For residents, the copy will be provided in accordance with the MHB's grievance procedure.

The MHB will keep all criminal records received confidential and not misuse or improperly disseminate the information. Criminal records of any adult applicant/resident which are used as the basis of denying tenancy or eviction are confidential and shall not be disclosed to any person or entity other than for official use or for use in court proceedings. The term "adult" means a person who is 18 years of age or older, or who has been convicted of a crime as an adult under any Federal, State, or tribal law. Said records shall be maintained in separate files and shall be kept in a locked, secure location. Access shall be limited to:

AUTHORIZATION

EMPLOYEE	EMPLOYEE
Rental Housing Program Director	Housing Managers/Property Managers
Executive Director	Designated Hearing Officer

Records shall be destroyed once action is taken and any grievance procedure, or court proceeding is completed. A notice of record destruction shall be maintained in a separate file.

The MHB will work through their local law enforcement agencies to obtain information from NCIC. Also, the MHB may pay reasonable fees charged by law enforcement agencies that provide the information. The applicant or tenant may not be charged for any expenses related to the investigation.

APPENDIX C

MOBILE HOUSING BOARD CRIMINAL RECORDS MANAGEMENT POLICY

Police Department: _____ Date: _____

Dear Sir/Madam:

Federal law requires us to verify certain information about all members of families living in or applying for admission to our developments. Specifically, the MHB wishes to avoid admitting a family whose members are involved in criminal activity that would adversely affect the health, safety or welfare of other tenants. Federal law also requires your cooperation in supplying information on criminal activity (if any) of any persons listed below. Your prompt return of this information will be appreciated. A stamped, self-addressed return envelope is enclosed. If you have any questions, please call me.

Sincerely, _____
(Manager's Name) (Signature/Date) (Phone Number)

Using the numbers below, please indicate whether any family members have been arrested for or convicted of any crimes relating to the following:

- | | |
|--|---|
| 1. Homicide/Murder | 8. Child Abuse/Domestic Violence |
| 2. Rape or Child Molesting | 9. Public Intoxication/Drunk & Disorderly |
| 3. Burglary/Robbery/Larceny/Theft | 10. Receiving Stolen Goods |
| 4. Threats or Harassment | 11. Fraud |
| 5. Destruction of Property/Vandalism | 12. Prostitution |
| 6. Assault or Fighting | 13. Disorderly Conduct |
| 7. Drug Trafficking/Use/Possession/Manufacture | |

Family Member Names	S.S. #	D.O.B.	Crime(s) #	Status/Disposition

APPLICANT'S RELEASE

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau, to release any information in their files under the above name and other information supplied by me. I understand and realize that the information so released may prove unfavorable to me. I agree to submit to fingerprinting to be forwarded to the FBI if required by the housing authority. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Applicant's Signature _____ Date _____

SWORN TO and SUBSCRIBED before me this the _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF: ALABAMA
COUNTY OF: MOBILE

RELEASE FORM
ABI - 46 (3/94)

My name is APPLICANT'S FULL NAME, at THEIR ADDRESS (NO POB #'s) city of MOBILE, state of ALABAMA (ZIP CODE). I am possessed of sound mind and legally competent to execute this release. I hereby authorize the *Alabama Department of Public Safety* to release any and all criminal history information they have on me to Property Manager, located at Mobile Housing Board Development Site, city of Mobile, state of Alabama.

I do hereby for myself, my heirs, executors, and administrators, release and forever discharge the Alabama Department of Public Safety and its officers and agents from any and all claims, actions or causes of action which may arise as a consequence of the release of the criminal history information.

I certify that I have read this release and that I understand the significance of the same and in witness thereof I have voluntarily signed my name on this the _____ of _____, 20____.

Signature: _____

SS #: _____

Date of Birth: _____ Race: _____ Sex: _____

Witness

Address

City State Zip

Sworn to and subscribed before me on this
_____ day of _____, 20____

Notary Public

My commission expires: _____

Witness

Address

City State Zip

Signature and SSN of Person Requesting Record

PLEASE NOTE: This document must be witnessed by two (2) witnesses, **or** notarized by a Notary Public and must be accompanied by a **Cashiers Check or a Bank or Postal money order** in the amount of \$24.00 made payable to: **ALABAMA BUREAU OF INVESTIGATION**.

MAIL TO: Identification Unit
Alabama Bureau of Investigation
P. O. Box 1511
Montgomery, AL 36102-1511

c:\Criminal Records Mgt Policy

**IDENTIFICATION RECORDS SECTION
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C.**

RE: _____

NAME	D.O.B	S.S.N
------	-------	-------

The Mobile Housing Board, pursuant to the agreement between the U.S. Department of Housing and Urban Development and the U.S. Department of Justice, a copy of which is on file with this Housing Board and this law enforcement agency, relating to Access to National Crime Information Center Data, (NCIC), hereby requests that the Federal Bureau of Investigation (FBI) supply a criminal history of the above-named person, who is either an applicant or current resident of this Housing Board. This request is being sent by the City of Mobile Police Department for expeditious processing. The required fingerprint card is enclosed. A reasonable fee in the amount of \$24.00 is also enclosed.

Thank you for your prompt attention to this matter, in that this information is needed in order for this Housing Board to comply with Federal Law, Rules and Regulations, and Guidelines by HUD.

Sincerely yours,

Representative,
Mobile Housing Board

c:\Criminal Records Mgt Policy

APPENDIX D

MOBILE HOUSING BOARD PUBLIC HOUSING PRIORITY DETERMINATION CHART EFFECTIVE JANUARY 1, 2007

Family Name _____

Bedroom Size Authorization _____

INVOLUNTARY DISPLACEMENT	100
--------------------------	-----

- A. Displacement of families in federally declared disaster areas who are Public Housing residents or Section 8 voucher holders in another jurisdiction (Catastrophic Involuntary Displacement)
 - B. Persons displaced due to MHB action other than by lease termination (includes relocation and demolition)
 - C. Persons displaced/and or about to be displaced due to Government/ City action (written verification required)
-

HOMELESS PERSON (meeting MHB standards as verified through designated local agencies) Temporarily housed in Hotels, Public Shelters, etc. (written verification required prior to receiving preference points)	100
---	-----

PERSONS LIVING IN SUBSTANDARD OR OVERCROWDED (4 OR MORE PER BEDROOM) HOUSING	80
--	----

LIVE OR WORK IN MOBILE (CITY)	75
-------------------------------	----

PARTICIPANT IN/OR COMPLETION OF FAMILY SELF-SUFFICIENCY OR SIMILAR SELF-SUFFICIENCY PROGRAM	60
---	----

ELDERLY OR DISABLED FAMILY/PERSON	50
-----------------------------------	----

VICTIM OF DOMESTIC VIOLENCE (Includes dating violence, sexual assault or Stalking as defined in Appendix A)	45
---	----

Date _____	Total Points _____
------------	--------------------

Selected when no other applicants has a local preference (First completed, first offered)	X
--	---

APPENDIX E

MINIMUM RENT HARDSHIP EXEMPTION REQUEST GUIDELINES FOR RESIDENTS

Any resident Head of Household that is paying a minimum rent, which is \$50.00, may make a written request for a hardship exemption (**Note: This hardship exemption only applies to residents that are paying a minimum rent and does not apply to any other resident household**). The written request must be submitted to the Housing Manager prior to the rent becoming delinquent, which is prior to close of business the 7th of each month. The written request must contain one of the following situations to be considered eligible for a hardship exemption, which includes:

- A. The family has lost eligibility for, or is awaiting an eligibility determination from a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- B. The family would be evicted as a result of the implementation of the minimum rent. This exemption is only applicable for the initial implementation of a minimum rent or increase in the existing minimum rent. The effective date of the current minimum rent for the MHB was March 1, 2002 and the minimum rent was established at \$25.00. Therefore, this exemption will only apply if the MHB increases the minimum rent.
- C. The income of the family has decreased because of changed circumstances, including loss of employment.
- D. A death in the family has occurred which affects the family circumstances.
- E. If Section A through D as listed above do not apply to a family paying a minimum rent, the Head of Household can cite any other circumstances that they believe created a financial hardship and describe that circumstance, in writing, and request that a hardship exemption be granted because of other circumstances. The HA will consider all "other circumstances" request for hardship exemptions as presented, in writing, by the Head of Household and make a decision to grant or deny the other circumstances request for a hardship exemption on a case-by-case basis.
- F. The decision of the Executive Director or his/her designee will be final.

APPENDIX F

MOBILE HOUSING BOARD UTILITY ALLOWANCES

Natural Gas Allowance CCF

	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	*8 BR
January	70	84	102	108	129	166	198
February	54	66	79	85	105	128	154
March	38	47	56	62	75	91	110
April	20	27	31	36	43	50	60
May	14	20	23	31	32	37	46
June	14	20	22	27	32	37	44
July	14	20	22	27	32	37	44
August	14	20	22	27	32	37	44
September	14	20	22	27	32	37	44
October	20	27	31	36	43	50	62
November	37	46	54	60	73	88	106
December	58	71	85	92	116	138	166
Total	367	468	549	618	744	896	1078

Electricity Allowance

1 BR	2 BR	3 BR	4 BR	5 BR	6 BR	8 BR
\$42	\$46	\$50	\$55	\$60	\$60	\$82

Water Allowance

1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
\$29	\$40	\$53	\$62	\$71	\$79

Gas Allowance

1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
\$64	\$78	\$89	\$98	\$117	\$138

* Un-renovated unit in 2-10 only (MHB pays water)

APPENDIX F

MOBILE HOUSING BOARD

UTILITY ALLOWANCE SCHEDULE

EFFECTIVE: February 2009

BEDROOM SIZE	ELECTRICITY	ELECTRICITY & GAS	ELECTRICITY & WATER	ELECTRICITY GAS & WATER
	2-1, 2-2, 2-3, 2-6, 2-8, 2-10	2-13 2-2 (MOD)	2-5, 2-11, 2-14, 2-17	2-11 (Van Lee & Forrest)
1	42	106	71	135
2	46	124	86	164
3	50	139	103	192
4	55		117	
5	60		131	
6	60		139	
8	82			

APPENDIX F

MOBILE HOUSING BOARD

UTILITY ALLOWANCE

MHB Furnished Utilities Indicated by an "X" and Resident Furnished Utilities Indicated by an "-"

	# OF UNITS	ELECTRICITY	GAS*	WATER
2-1 (Oaklawn Homes)	100	-	X	X
2-2 (Orange Grove Homes)	292	-	X	X
2-3 (Roger Williams Homes)	452	-	X	X
2-5 (Thomas James Place)	255	-	X	-
2-6 (Gulf Village Homes)	199	-	X	X
2-8 (Josephine Allen Homes)	292	-	X	X
2-10 (R. V. Taylor Plaza)	450	-	X	X
2-11 (Thomas James Place Rehab I) (Van Lee & Forrest Circles only)	320 92	- -	X -	- -
2-12 (Central Plaza Towers)	340	X	None	X
2-13 (Emerson Gardens)	94	-	-	X
2-14 (Thomas James Place Rehab II)/(West Cardinal Place)	129	-	X	-
2-15 (Central Plaza Towers)	122	X	None	X
2-16 (Frank Boykin Tower)	122	X	None	X
Total Number of Units	3259			

*Residents are responsible for gas usage that exceeds maximum allowances

APPENDIX G

RESIDENT PARKING POLICY

In order to ensure that residents are receiving full benefit and use of residential parking facilities (i.e.: parking lots, parking bays) the Mobile Housing Board may implement a parking sticker policy to govern their use.

The Housing Manager will be responsible for the issuance and record keeping of parking stickers. A log is to be established and maintained indicating the date of issuance, parking sticker number, name of resident issued to, drivers license number, telephone number of the resident, the residents original signature verifying receipt of parking sticker, car make and model, license plate number and vehicle registration number.

Each family will be allowed a sticker for each car registered to a legal member of the household. Parking will be on a first come, first serve basis. The number of cars registered cannot exceed the number of adults listed on the lease.

Residents must provide the Management Office with a valid driver's license, registration, and proof of insurance.

Once the parking sticker is issued, it should be affixed to the rear windshield (upper left hand corner) where it is visible.

In general, no second parking sticker will be issued to residents. In the event that a resident's car is sold, stolen, sustains windshield damage, etc., proof must be submitted in order to receive a second parking sticker (i.e.: bill of sale, police reports, etc.)

Upon request from the head of household the Housing Manager or designee will issue temporary visitor parking permits to the head of household only.

The temporary permit will be issued for occasions where the visitor will require his/her vehicle to be parked on the parking facilities overnight.

The following information must be provided to the Management office in order for a temporary permit to be issued:

1. Name of visitor
2. License plate number
3. Make of car
4. Date on which the visitor will be leaving (for the purpose of indicating an expiration date on the temporary permit.

All unauthorized parking vehicles will be subject to issuance of a summons and/or removal of vehicle from the parking facilities at the owner's expense.

MOBILE HOUSING BOARD
RESIDENT PARKING

RULES AND REGISTRATION

Residents are expected to abide by the MHB's rules and regulations regarding the use of the Agency's parking facilities. The following guidelines have been established for each development.

1. The MHB parking facilities are solely for the convenience of residents. The use of the parking facilities by unauthorized persons is prohibited.
2. The parking facilities are to be used only for properly identified licensed vehicles in operable condition. They are not to be used as a storage lot.
3. Trailers, boats or commercial vehicles are not to be parked on MHB property without prior written permission from the Management office.
4. Repairs shall not be made on vehicles in the parking facilities.
5. The parking facilities will be cleaned on designated days during the month. Days will be determined by each development (notification will be provided). The area must be cleared of vehicles between the hours of 9:00 a.m. to 12:00 p.m. on the cleaning day.
6. Vehicles shall be parked within designated areas only.
7. Vehicles which violate these rules will be subject to removal from the parking area at owner's expense.

Please Note: Parking is at your own risk. Permission to use parking facilities is a privilege and may be revoked at any time.

Name: _____

Address: _____

Telephone Number: _____

Make: _____

Model: _____

Drivers License Number: _____

License Plate Number: _____

Registration Number: _____

Parking Sticker Number: _____

Expiration Date: _____

Proof of Insurance: _____

Resident's Signature

Date

Witnessed by/Issued by
MHB Representative

Date

Original – File
Copy – Resident

APPENDIX H

MOBILE HOUSING BOARD GRIEVANCE PROCEDURE

I. Definitions applicable to the Grievance Procedure: (§ 966.53)

- A. Grievance: Any dispute a Resident may have with respect to MHB action or failure to act in accordance with the individual Resident's lease or MHB regulations that adversely affects the individual Resident's rights, duties, welfare or status.
- B. Complainant: Any Resident (as defined below) whose grievance is presented to the MHB Management office in accordance with the requirements presented in this procedure.
- C. Elements of Due Process: An eviction action or a termination of residency in a State or local court in which the following procedural safeguards are required:
 - (1) Adequate notice to the Resident of the grounds for terminating the residency and for eviction;
 - (2) Right of the Resident to be represented by counsel;
 - (3) Opportunity for the Resident to refute the evidence presented by the MHB, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
 - (4) A decision on the merits of the case.
- D. Hearing Officer: A person selected in accordance with 24 CFR § 966.550 and this procedure to hear grievances and render a decision with respect thereto.
- E. Hearing Panel: A three-member panel selected in accordance with 24 CFR § 966.555 and this procedure to hear grievances and render a decision with respect thereto.
- F. Resident: The adult person (or persons other than a Live-in Aide): (1) Who resides in the unit, and who executed the lease with the MHB as lessee of the dwelling unit, or, if no such person now resides in the unit, (2) Who resides in the unit, and who is the remaining head of the household of the Resident family residing in the dwelling unit.
- G. Resident Organization: An organization of residents, which also may include a resident management corporation.

II. Applicability of this Grievance Procedure (966.51)

In accordance with the applicable Federal regulations (24 CFR § 966.50) this Grievance Procedure shall be applicable to all individual grievances (as defined in Section I above) between Resident and the MHB with the following two exceptions:

- A. Because HUD has issued a Due Process Determination that the law of the State that requires that a Resident be given the opportunity for a hearing in court which provides the basic elements of Due Process (as defined above) before eviction from

the dwelling unit, the Grievance Procedure shall not be applicable to any termination of residency or eviction that involves:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MHB; or
- (2) Any violent or drug-related criminal activity on or off such premises; or
- (3) Any criminal activity that resulted in felony conviction of a household member. [966.51 (2)(i) (A) (B) and (C)]

- B. The MHB Grievance Procedure shall not be applicable to dispute between Residents not involving the MHB or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the MHB's Board of Commissioners. [966.51 (b)]

This Grievance Procedure is incorporated by reference in all Resident dwelling leases and will be furnished to each Resident and all Resident Organizations. [966.52 (b) and (d)]

Any changes proposed in this Grievance Procedure must provide for at least 30 days notice to Residents and Resident Organizations, setting forth the proposed changes and providing an opportunity to present written comments. Comments submitted shall be considered by the MHB before any revisions are made to the Grievance Procedure. [966.52 (c)]

III. Informal settlement of a Grievance [966.54]

Any grievance must be promptly and personally presented in writing to the management office of the development in which the complainant resides **within ten days after the grievable event**.

Grievances related to complaints about operational matters that are received by the MHB's central office will be referred to the person responsible for the management of the development in which the complainant resides. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Director of Rental Housing Programs Division or designee.

As soon as the grievance is received, it will be reviewed by the management office of the development or the Director of Rental Housing Programs Division (if applicable) to be certain that neither of the exclusions in paragraphs II.A or II.B above applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the MHB's Grievance Procedure, with the reason therefore.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within ten working days** to meet so the grievance may be discussed informally and settled without a hearing. At the informal hearing the complainant will present the grievance and the person in charge of the management office or the Director of Rental Housing Programs Division or designee will attempt to settle the grievance to the satisfaction of both parties.

Within ten working days following the informal discussion, the MHB shall prepare and either hand deliver or mail to Resident a summary of the discussion that must specify the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary shall also be placed in Resident's file. A receipt signed by the complainant or a return receipt for delivery of certified mail, whether or not signed, will be sufficient proof of time of delivery for the summary of the informal discussion. **[966.55 (a)]**

The purpose of this informal settlement of grievance is to allow the Tenant and management to informally discuss an issue without the need for third parties, including witnesses or representatives, to be involved. At any time that a third party, including a witness or representative becomes or should become involved in the process, the informal settlement conference may, in the sole discretion of the housing authority, become a "hearing" and the procedures found in Section IV hereof shall apply.

IV. Formal Grievance Hearing

If the complainant is dissatisfied with the settlement arrived at in the informal hearing, the complainant must submit a written request for a hearing to the management office of the development where Resident resides **no later than ten working days after the summary of the informal hearing is received.**

The written request shall specify:

The reasons for the grievance;

The action of relief sought from the MHB; and

Several dates and times **in the following ten working days** when the complainant can attend a grievance hearing.

If the complainant requests a hearing in a timely manner, the MHB shall schedule a hearing on the grievance at the earliest time possible for the complainant, MHB and the Hearing Officer or Hearing Panel, **but in no case later than ten working days** after the MHB received the complainant's request.

If the complainant fails to request a hearing within ten working days after receiving the summary of the informal hearing, the MHB's decision rendered at the informal hearing becomes final and the MHB is not obligated to offer the complainant a formal hearing unless the complainant can show good cause why he failed to proceed in accordance with this procedure. **[966.55 (c) and (d)]**

Failure to request a grievance hearing does not affect the complainant's right to contest the MHB's decision in a court hearing. **[966.54 (c)]**

V. Selecting the Hearing Officer or Hearing Panel [966.55 (b)(2)(ii)]

A grievance hearing shall be conducted by an impartial person or persons appointed by the MHB after consultation with Resident Organizations, as described below:

- A. The MHB shall nominate a slate of impartial persons to sit as Hearing Officers or Hearing Panel members. Such persons may include MHB Board members, MHB staff members, residents, professional arbitrators, or others. The initial slate of nominees should be at least nine persons.

The MHB will check with each nominee to determine whether there is an interest in serving as a Hearing Officer or panel member, whether the nominee feels fully capable of impartiality, whether the nominee can serve without compensation, and what limitations on the nominee's time would affect such service.

Nominees will be informed that they will be expected to disqualify themselves from hearing grievances that involve personal friends, other residents of developments in which they work or reside, or grievances in which they have some personal interest.

Nominees who are not interested in serving as Hearing Officers or whose time is too limited to make service practical will be withdrawn and other names will be substituted.

- B. A slate of potential Hearing Officers or Hearing Panel members nominated by the MHB shall be submitted to the MHB's Resident Organizations. Written comments from the organizations shall be considered by the MHB before the nominees are appointed as hearing officers or panel members.
- C. When the comments from Resident Organizations have been received and considered, the nominees will be informed that they are the MHB's official grievance hearing committee.

The MHB will subsequently contact committee members in random order to request their participation as Hearing Panel members or Hearing Officers.

VI. Escrow deposit required for a hearing involving rent [966.55 (e)]

Before a hearing is scheduled in any grievance involving the amount of rent which the MHB claims is due under this lease, the complainant shall pay to the MHB an amount equal to the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The complainant shall, thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Officer or Hearing Panel.

This requirement will not be waived by the MHB unless the complainant is paying minimum rent and the grievance is based on a request for a hardship exemption or the resident's welfare benefits have been reduced for welfare fraud or failure to comply with economic self sufficiency requirements. **In these cases only**, rent need not be escrowed.

VII. Scheduling hearings [966.55 (f)]

Once the Hearing Panel or Hearing Officer have agreed upon the hearing date and time, the complainant, the manager of the development in which the complainant resides, and Hearing Panel members or Officer shall be notified in writing. Notice shall be either personally delivered to complainant or sent by mail, return receipt requested. The written notice will specify the time, place and procedures governing the hearing.

VIII. Procedures governing the hearing [966.56]

The hearing shall be held before a Hearing Panel or Hearing Officer as described above in Section VII. The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHB documents, including records and regulations, that are directly relevant to the hearing.

The Resident shall be provided a copy of any such document at the Resident's expense. If the MHB does not make the document available for examination upon request by the complainant, the MHB may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the Resident's representative and to have such person make statements on the Resident's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing. The right to present evidence and arguments in support of the Resident's complaint to controvert evidence relied on by the MHB or project management, and to confront and cross examine all witnesses upon whose testimony or information the MHB or project management relies; and
- D. A decision based solely and exclusively upon the fact presented at the hearing. **[966.56 (b)]**

The Hearing Panel or Officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding. **[966.56 (c)]**

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and, thereafter, the MHB must sustain the burden of justifying the MHB action or failure to act against which the complaint is directed. **[966.56 (e)]**

The hearing shall be conducted informally by the Hearing Panel or Officer. Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. **[966.56 (f)]**

The Hearing Panel or Officer shall require the MHB, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel or Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate. **[966.56 (f)]**

The complainant or the MHB may arrange in advance, at expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript. **[966.56 (g)]**

The MHB must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Resident is visually impaired, any notice to the Resident which is required under this procedure must be in an accessible format. **[966.56 (h)]**

If a Hearing Panel member or Officer fails to disqualify himself/herself as required in Section V.A, the MHB will remove the panel member or officer, invalidate the results of the hearing and schedule a new hearing with a new Hearing Panel or Officer.

IX. Failure to appear at the hearing

If the complainant or the MHB fails to appear at the scheduled hearing, the Hearing Panel or Officer may make a determination to postpone the hearing **for not to exceed five business days**, or may make a determination that the party has waived his/her right to a hearing. **[966.56 (d)]**

Both the complainant and the MHB shall be notified of the determination by the Hearing Panel or Officer; provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the MHB's disposition of the grievance in court. **[966.56 (d)]**

X. Decision of the Hearing Panel or Officer [966.57]

The Hearing Panel or Officer shall prepare a written decision, together with the reasons for the decision **within ten working days** after the hearing. A copy of the decision shall be sent to the complainant and the MHB.

The MHB shall retain a copy of the decision in the Resident's folder. A copy of the decision with all names and identifying references deleted, shall also be maintained on file by the MHB and made available for inspection by a prospective complainant, his representative, or the Hearing Panel or Officer.

The decision of the Hearing Panel or Officer shall be binding on the MHB, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the MHB's Board of Commissioners determines within ten working days, and promptly notifies the complainant of its determination that:

- A. The grievance does not concern MHB action or failure to act in accordance with or involving the complainant's lease or MHB regulations, which adversely affect the complainant's rights, duties, welfare or status.
- B. The decision of the Hearing Panel or Officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the annual contributions contract between HUD and the MHB.
- C. A decision by the Hearing Panel or Officer or Board of Commissioners in favor of the MHB or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any way, the rights of the complainant to a trial or judicial review in any court proceedings which may be brought in the matter later. **[966.57]**

I have received a copy of this grievance procedure and have had an opportunity to ask questions about the procedure.

Tenant Signature	Date
Tenant Signature	Date

APPENDIX I

MOBILE HOUSING BOARD
DWELLING ASSIGNMENT CERTIFICATION

APPLICANT NAME: _____

This document is an official record of dwelling units offered for occupancy by Mobile Housing Board. Since it will affect the amount of time you continue to wait for placement, and may affect your place on our waiting list, please consider your decisions carefully.

FIRST OFFER DATE: _____ TIME: _____ SITE: _____

ADDRESS: _____ UNIT #: _____

_____ I accept the above address and agree to pay a Security Deposit of \$250.00 before I'm issued keys. I also agree (1) the dwelling will not be taken off the market or reserved for me, until at least \$100.00 of the deposit is paid; (2) Rent Charges begin with notification the apartment is ready for occupancy and; (3) if I fail to occupy as agreed I will lose up to one half (1/2) month of rent or \$100.00 minimum (whichever is greatest).

_____ I reject the above address for the following reason(s):

Applicant Signature

Date

MHB Representative

Date

.....
SECOND OFFER DATE: _____ TIME: _____ SITE: _____

ADDRESS: _____ UNIT #: _____

_____ I accept the above address and agree to pay a Security Deposit of \$250.00 before I'm issued keys. I also agree (1) the dwelling will not be taken off the market or reserved for me, until at least \$100.00 of the deposit is paid; (2) Rent Charges begin with notification the apartment is ready for occupancy and; (3) if I fail to occupy as agreed I will lose up to one half (1/2) month of rent or \$100.00 minimum (whichever is greatest).

_____ I reject the above address for the following reason(s):

Applicant Signature

Date

MHB Representative

Date

.....

RECEIPT

Mobile Housing Board hereby acknowledges receipt of \$ _____ toward the payment of \$250.00 Security Deposit from

_____ for _____

Applicant Name

Unit Address

MHB Representative

Date

APPENDIX J **DWELLING LEASE** **MOBILE HOUSING BOARD**

This first page of your lease may change because of provisions in Section III. Resident agrees to replace this page or abide by a lease addendum provided by the Landlord and mailed to the Resident as required. Resident agrees that the remainder of the lease shall remain in full force and effect.

State of Alabama, THIS LEASE MUST BE SIGNED BY ALL ADULT MEMBERS OF THE FAMILY This lease is effective _____
County of: _____

I. IDENTIFICATION OF PARTIES AND PREMISES:

The Housing Authority identified above, (called Landlord in this lease) relying upon the statements, certifications, and other information provided by the Resident concerning the household composition, income and employment of all family members as reported in Resident's signed Application for Admission or Continued Occupancy, agrees to lease to Resident under the terms and conditions of this lease the premises designated as Apartment (Unit) No. _____ located at, _____, Alabama, (called premises in this lease) consisting of _____ bedrooms. By signing this lease Resident agrees to all the terms and conditions of this lease.

Members of Resident Household	Relationship	Social Security Number
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

II. TERM, AMOUNT AND DUE DATE OF RENT, SECURITY DEPOSIT, AND OTHER CHARGES:

- (A) Rent is due and payable in advance without notice on the first day of each month and is delinquent after the 10th day of the month. The Resident shall pay on the first day of the month in advance to the housing authority the sum of \$_. (If this is a negative amount, the Housing Authority shall pay this amount to the Resident after payment of all outstanding charges (if applicable), unless this lease has been terminated for violations of the provisions of the lease. If a redetermination of rent determines an amount previously due but unpaid, (retroactive rent) such redetermined rent amount may be included in the amount stated above as due monthly. Partial payments will not be accepted after the due date (first of each month). If the lease is terminated by the Landlord for violation of the terms of the lease, the Utility Allowance shall not be paid to or on behalf of the Resident. The Utility Allowance will be deposited into an escrow account during the pendency of any grievance process that was timely filed. If an eviction action is filed in Court, no Utility Allowance will be paid to or on behalf of the Resident unless ordered by a Court.

This lease, until terminated for violation of the lease or modified as provided for herein (change in income or family composition, etc.), shall be automatically renewed for successive periods of one year. **Failure to provide verifiable documentation at the time of renewal of the Lease that the Resident has completed the minimum monthly community service requirements shall be grounds for non-renewal of the lease.**

If Landlord must take legal action against Resident because of a violation by Resident of provisions of this lease, and Landlord prevails in such action, Resident may be charged attorney fees, cost of collection and court costs associated with the legal action.

Amounts due under this lease, other than rent, may be collected after Landlord gives Resident a 14-day written notice.

- (B) Resident has paid a security deposit of **\$150.00, (\$250.00 effective 1/1/07 for new admissions)**. Landlord may use the security deposit at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of Resident's occupancy of the premises. Otherwise, the security deposit, or any balance remaining, will be returned to Resident after the premises are vacated and all keys have been returned.
- (C) Resident is advised that any person who obtains or attempts to obtain, or who establishes or attempts to establish, eligibility for and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain, housing, or a reduction in public housing rental charges, or any rent subsidy, to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation or other fraudulent scheme or device shall be guilty of a misdemeanor and, upon conviction, shall be punished by a fine of not less than \$300.00 nor more than \$500.00 or be punished at hard labor for the county not to exceed 60 days, or may be both fined and imprisoned, at the discretion of the court. (24-1-10, Code of Alabama, 1975).
- (D) Utilities and Utility Charges: Landlord also agrees to furnish Limited Gas in the amounts specified in the posted Schedule of Utility Allowances. Resident agrees to furnish and maintain Electricity and Excess Gas.

Zero Tolerance Policy:

The Landlord has a zero tolerance policy with respect to violations of lease terms regarding drug and/or criminal activity. Residents and/or guests who engage in drug and other criminal activity will face swift eviction action as outlined in this lease.

MOBILE HOUSING BOARD DATE _____

By: HA Representative		Other Adult Member	
Head of Household		Other Adult Member	
Spouse		Other Adult Member	
Other Adult Member		Other Adult Member	

I have received a copy of this lease and I hereby declare that the facts given in my Application for Housing and Continued Occupancy are true. I understand that if these facts are not true, this lease will be terminated and I will be required to vacate.

A \$50.00 PENALTY IS CHARGED IF RENT IS NOT PAID BY THE TENTH OF THE MONTH

III. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:

(A) Once a year, or as otherwise required by Landlord, Resident agrees to furnish a signed statement and certification containing accurate information regarding family income, employment and family composition, for use by Landlord in redetermining rent, dwelling size and continued eligibility for assisted housing. In the event of failure or refusal of Resident to report such information as required, Landlord may terminate this lease. The redetermination of rent and redetermination of proper dwelling size will be made in accordance with Landlord's computation of rents and Landlord's posted policies governing occupancy. When the Landlord redetermines the amount of rent payable by the Resident or determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident that the Resident may ask for an explanation stating the specific grounds of the Landlord's determination, and that if the Resident does not agree with the determination, the Resident may request a hearing under the Landlord's grievance procedure.

(B) Monthly rent as shown on page 1 of this lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular rent determinations, unless there is a change in family income or family composition.

(C) Within ten (10) calendar days after there is a change in family income or family composition, Resident agrees to provide to Landlord, in writing, verifiable information regarding such change. Family members who move from the dwelling unit shall be removed from the lease. The resident shall report the move-out, in writing, within 10 calendar days of its occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant household for placement of the waiting list. Medical hardship, or other circumstances shall be considered by the Landlord in making determinations under this paragraph. Also, the remaining members of the family may be overhoused according to the occupancy standards of the Landlord and required to transfer as specified below in Section IV (CC) of this dwelling lease.

Any additions to the household members named on the lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody require the advance written approval of PHA. Such approval will be granted only if the new family members pass PHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. [966.4 (a)(2) & (d)(3)(i)]

Resident agrees to wait for PHA's approval before allowing additional persons to move into the Premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which PHA may terminate the lease in accordance with Section XVI. [966.4 (f)(3)]

The addition of persons for occupancy in Assisted Living Facility (ALF) units will be subject to the requirements and approval of ALF Eligibility and Continuation policies.

(D) Changes in rent will be made as follows:

1. Resident agrees to pay any increase in rent resulting from an increase in family income the first of the second month following the date in which such increase in family income occurred; in the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
2. A decrease in rent resulting from a decrease in family income will be effective the first of the month following the actual date of the decrease of income and/or the date the resident reported the decrease, in writing, which ever is later. The information must be verified, in writing, by the Landlord.
3. Resident agrees to pay any increase in rent resulting from the implementation of changes in rent computation or increases due to changes in regulations, policies or procedures requiring implementation by the United States Department of Housing and Urban Development (HUD).
4. Rent will not be reduced when there is a reduction in welfare payments received because of non-compliance with an economic self-sufficiency program, work activities requirements, and/or fraud in the welfare program.
5. **MINIMUM RENT HARDSHIP EXEMPTIONS:** The HA shall immediately grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:
 - The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and nationalization act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
 - The income of the family has decreased because of changed circumstance, including loss of employment.
 - A death in the family has occurred which affects the family circumstances.
 - Other circumstances which may be decided by the HA on a case-by-case basis.

	All of the above must be proven by the Resident providing verifiable information in writing to the HA prior to the rent becoming delinquent and before the lease is terminated by the HA.
Head of Household Initials	

6. If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the HA reasonably determines the hardship to be of a temporary nature, exemption shall not be granted during a ninety day period beginning upon the making of the request for the exemption. A resident may not be evicted during the ninety-day period for non-payment of rent. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the HA shall retroactively exempt the resident from the applicability of the minimum rent requirement for such ninety day period. This Paragraph does not prohibit the HA from taking eviction action for other violations of the lease.

IV. OBLIGATION OF RESIDENT:

Special Definitions Section:

Drug Related Criminal Activity: The term drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined by Federal or State of Alabama Controlled Substances Acts.

Guest: For purposes of this lease, the term "guest" means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

Covered person: A resident, any member of the resident's household, a guest or another person under the resident's control.

Household: The family and any HA approved live-in aide.

Other Person Under the Resident's Control: The person, although not staying as a guest in the unit who is, or was at the time of the activity in question on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial is not under the resident's control.

Premises: The dwelling unit and the structure of which it is a part and facilities and appurtenances therein and grounds, areas, and facilities held out for the use of tenants generally or whose use is promised by the rental agreement to the tenant.

Violent Criminal Activity: Any activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage.

RESIDENT AGREES:

- (A) To use premises as your sole domicile and not to assign the lease or to sublease the premises;
- (B) Not to provide accommodations for boarders, lodgers, or others not listed on the lease as household members except as provided in paragraph (D) of this Section; and not to allow any person not on the lease to use a housing authority address as his/her mailing address without the permission of the landlord.
- (C) To use the premises solely as a private dwelling for the Resident and the Resident's household members identified in the lease, and not to use or permit its use for any other purpose except as provided for in Section V (B) of this lease;
- (D) 1. That guests may visit with consent of a household member. The Resident agrees that no member of the Resident household authorized to reside in the unit shall have a guest for more than 14 days within a calendar year without the prior written consent of the Landlord **(Non-ALF only)**. Guests may be permitted in a dwelling unit so long as they have no previous history of behavior on Landlord premises that would be a lease violation. Visits of more than 14 days in a calendar year shall be authorized only by the Landlord with advance documentation of extenuating circumstances. Guests remaining beyond this period shall be considered unauthorized occupants and the head of household shall be guilty of a breach of the lease. Residents will not be given permission to allow a former Resident of the Landlord who has been evicted to occupy the unit for any period of time. Violations of this paragraph WILL BE CONSIDERED TO BE A SERIOUS VIOLATION OF THE MATERIAL TERMS OF THIS LEASE;

2. Guests and visitation will be subject to applicable/additional ALF policies and regulations.

- (E) To abide by necessary and reasonable regulations promulgated by Landlord for the benefit and well being of all Residents;
- (F) To comply with all obligations imposed upon Residents by applicable provisions of building and housing codes that materially affect health and safety;
- (G) To keep the premises, and such other areas as may be assigned to the Resident for the Resident's exclusive use, in a clean and safe condition;
- (H) To dispose of all ashes, garbage, rubbish, and other waste from the premises in a safe and sanitary manner. Household garbage containers shall be placed by the curb by 7:00 a.m. on the regular collection day, and empty containers should be returned to the residence as soon as possible. Under no circumstances are cans to be left out overnight or for long periods of time. A \$25.00 charge will be assessed for non-compliance for each occurrence;
- (I) 1. Resident agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Landlord, and agrees to maintain contract(s) in force and effect during tenancy for delivery of utility services to Resident's premises. Resident agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Residents of the Landlord. Landlord will not be responsible for failure to furnish utilities by reason of any cause beyond Landlord's control.

PHA may change the Allowance at any time during the term of the lease, and shall give Resident 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement. (965.473 (c))

If Resident's actual utility bill exceeds the Allowance for Utilities, Resident shall be responsible for paying the actual bill to the supplier. If Resident's actual utility bill is less than the Allowance for Utilities, Resident shall receive the benefit of such saving.

Resident Responsibilities: Resident agrees not to waste the utilities provided by PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. [966.4 (f)(8)];

2. Utilities for the ALF units will be provided by the MHB.

- (J) To refrain from, and to cause the household members and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (K) To pay reasonable charges other than for normal wear and tear for the repair of damages to the premises.
- (L) To act, and cause household members or guests to act, in a manner which will not disturb other Residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (M) To assure that the Resident, other persons under the Resident's control, any member of the Resident's household, or a guest, shall not engage in:
 - 1. Any criminal activity on or off the Landlord's premises that the Landlord determines may interfere with or threaten the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord or any other person lawfully on the Landlord's premises. Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including HA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for eviction. Landlord shall not terminate or refuse to renew this lease due to an incident or incident of actual or threatened domestic violence, dating violence, or stalking. These incident(s) will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence. The tenant may be required to complete HA forms documenting the incident(s) within the time as set by the HA. Furthermore, pertaining to Violence Against Women Act (VAWA);

- Incidents of threatened or actual domestic violence, dating violence or stalking may not constitute grounds of termination for the victim of such violence.
- Criminal activity directly related to domestic violence, dating violence or stalking by a member or guest of resident's household shall not be grounds for termination of tenancy against the victim of such violence.
- The MHB may bifurcate leases in order to evict, remove, or terminate assistance to any individual who engaged in criminal acts of physical violence against family members without evicting the victims of such acts.
- The MHB may honor court orders addressing rights of access or control of the property, including civil protection orders, among family members.
- The MHB may evict residents for any violation of leases not premised on domestic violence, so long as the MHB does not subject victims of domestic violence to more demanding standards in eviction proceedings.
- The MHB may still evict residents if the MHB can demonstrate that a tenancy is an actual and imminent threat to other residents or employees.
- State or local law which provides greater protections to victims of domestic violence will control.

- Any drug-related criminal activity on or off such premises; or any activity by a resident, member of the resident's household, or guest, and any such activity engaged in on the premises by any other person under the resident's control in which the Landlord determines that a resident, guest, or other person under the resident's control is illegally using a controlled substance. The HA may evict a family when the HA determines that a household member is illegally using a drug or when the HA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Abuse of alcohol that the Landlord determines that it has reasonable cause to believe that such illegal use (or pattern of illegal use) of a controlled substance, or abuse (or pattern of abuse) of alcohol, may interfere with the health, safety, or right to peaceful enjoyment of the premises by other Residents, employees of the Landlord, or persons legally on the premises.
- The HA may terminate the tenancy if a member of the household is:
 - Fleeing to avoid prosecution, or custody, or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor.
 - Violating a condition of probation or parole imposed under federal or state law.
 - Furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers, the HA may terminate this lease.

Violations of this Section (M) shall be considered to be a serious violation of the material terms of this lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction actions to begin. Criminal activity or drug related criminal activity is cause for eviction under Section XIV without arrest or conviction. The HA may evict the resident by judicial action for criminal activity if the HA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

- Not to keep or use inflammable materials on the premises, such as gasoline, kerosene, mineral spirits, turpentine, paint, motor oil or other inflammable materials or explosives (including fireworks);
- Not to display any signs whatsoever, and not to use tacks, nails, screws, or any fasteners on any part of the premises except and under the conditions prescribed by Landlord;
- Not to keep or allow dogs, cats, or any other animals or pets on the premises without the prior written consent of Landlord and in accordance with the Landlord's pet policy. Residents are only allowed to keep common household pets in their units subject to the execution of the pet policy of the Landlord and proper execution of the Lease addendum for pets. Resident agrees to comply with pet policy and violation of the pet rules, as outlined in the lease addendum, will be grounds for removal of the pet, termination of pet owner's tenancy or both. Violation of this Paragraph shall be considered to be a serious violation of this lease;
- To pay when due all charges due under this lease;
- Not to install any clothes dryer, additional telephones, trees, shrubs, fences, additional locks, fixtures, radio or television antenna, satellite dishes, swimming pools, trampolines, or make any other alterations to the premises or grounds without the prior written consent of the Landlord and then only under the conditions given by the Landlord for such consent.
- To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the project;
- To use only in a reasonable, safe, and intended manner and only for the purpose intended, all utilities and electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other equipment and facilities;
- To immediately report to the Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind;
- To park motorized vehicles only in designated parking areas and never on grassed areas, right of ways or fire lanes; not to display vehicles for sale; not to grease, change oil, wash, or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition.

Any inoperable or unlicensed vehicle as described above will be removed from MHB property at Resident's expense. Automotive repairs are not permitted on development property;
- To notify Landlord no later than the fifth day of any extended absence from the premises in excess of fourteen (14) calendar days; if the tenant willfully fails to do so, the landlord may recover actual damages from the tenant. During any absence of a tenant in excess of 14 days, the landlord may enter the dwelling unit at times reasonably necessary.
- To abide by all necessary regulations and policies promulgated by the Landlord for the benefit and well being of the Landlord and Residents. Said policies and regulations are posted in the Landlord's offices and are incorporated herein by reference.
- To report to Landlord within ten (10) calendar days, in writing, after there is a change in family income or family composition and to provide Landlord, in writing, verifiable information regarding such change (see also Section III (C) of this lease);
- To complete an application, or other written request, at the option of the Landlord, for the addition of a family member due to marriage or other legitimate reason, prior to the person or persons moving into the premises.
- Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the premises. This includes but is not limited to B.B. guns and air powered rifles.

- (BB) 1. Resident **(Non-ALF)** agrees to perform seasonal maintenance or other maintenance tasks where performance of such tasks by Residents of dwelling units of a similar design and construction is customary. Residents unable to perform such tasks because of age or disability are exempt from this obligation.
2. ALF residents are exempt from the provision of BB.1 above.
- (CC) To transfer to an appropriate size dwelling unit based on family composition, upon notice by the Landlord that such a dwelling unit is available.
- (DD) To furnish complete and accurate written information in a timely manner.
- (EE) To correct any violation (other than a lease termination of tenancy/demand for possession) within seven (7) calendar days of receipt of written notice from the Landlord of the specific violation, except as provided to the contrary herein.
- (FF) To promptly remove any personal property left on the Landlord property when Resident leaves, abandons or surrenders the dwelling.
- (GG) Not to commit, or allow members of Resident's household to commit any fraud in connection with any federal housing assistance program, and not to receive or allow members of Resident's household to receive assistance for occupancy of any other dwelling assisted under any federal housing assistance program during the term of this agreement, or any subsequent renewals.
- (HH) To provide to the Landlord with 30 calendar days advanced notice of intent to vacate and terminate this agreement. The notice shall be in writing and delivered to the project office or Landlord's central office or sent by U.S. Mail properly addressed. Upon termination of this agreement, Resident agrees that the dwelling shall not be considered "vacated" for rental charge purposes only, until such time as the keys are returned and the Landlord accepts the unit.
- (II) Resident or family member agrees that any person who is under a "no trespassing" notice of trespassing will not be allowed in or near the dwelling unit with the consent of the head of household or a family member. It will be a serious violation of this lease to allow any such person on or near the dwelling unit after notice to resident of the person's name and nature of trespass notice.
- (JJ) Resident agrees to accept the HA's offer of a revision to the existing lease. The HA may terminate the tenancy if the family fails to accept the HA's offer of a revision to an existing lease within a reasonable time as determined by the HA.
- (KK) Resident agrees that the HA may require the resident to exclude a household member in order to continue to reside in the unit where that household member has participated in or been culpable for action or failure to act that warrants termination of the lease. The decision to exclude is solely that of the HA.
- (LL) Resident agrees that this lease may also be terminated if the HA discovers after admission that the resident was ineligible for admission.
- (MM) Resident agrees that this lease may be terminated if the HA discovers material false statements or fraud by the resident in connection with the application for assistance or with reexamination of income.
- (NN) An operational smoke detector is located in each apartment unit. Resident agrees to keep the smoke detector fully operational at all times and will immediately notify Landlord of any smoke detector malfunction. At no time will resident, any member of the household or any guest or the resident alter the smoke detector. Any such attempt or alteration shall be considered to be a serious breach of the lease and shall be grounds for termination of residency.
- Smoke Detector Maintenance. To keep all smoke detectors and other fire detection devices ("smoke detectors") located in the unit operating at all times, including, but not limited to, replacing batteries as needed, refraining from disconnecting or damaging the smoke detectors for any reason, reporting any malfunction of the smoke detectors immediately. A \$50.00 fine will be assessed for each instance of fire alarms due to resident neglect or disconnected smoke detector. If the smoke detector malfunctions or assistance is needed in replacing the battery, resident must notify the maintenance work order center immediately. Residents who fail to comply with these rules, will be assessed applicable fines. If the resident fails to comply with these rules a second time, MHB will seek eviction.
- (OO) To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- (PP) The tenant may not withhold payment of rent to the landlord, while in possession, to enforce any of the tenant's rights under this dwelling lease.
- (QQ) 1. **Housekeeping Standards (Non-ALF):** In an effort to improve the liability and conditions of the apartments owned and managed by the MHB, uniform standards for Resident housekeeping have been developed for all Resident families.
- (1) **MHB Responsibility:** The standards that follow will be applied fairly and uniformly to all Residents. The MHB will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the MHB will notify Residents in writing if he/she fails to comply with the standards. The MHB will advise Resident of the specific correction(s) required to establish compliance, and indicate that a Mandatory Housekeeping Class must be attended. Within a reasonable period of time, the MHB will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- (2) **Resident Responsibility:** Resident is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.
- (3) **Housekeeping Standards: Inside the Apartment:**
- General:**
- (a) **Walls:** should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (b) **Floors:** should be clean, clear, dry and free of hazards and swept and mopped regularly.
- (c) **Ceilings:** should be clean and free of cobwebs. All light fixture globes must be intact.
- (d) **Windows:** should be clean and not nailed shut. Shades or blinds must be intact. No paper, aluminum foil, sheets or blankets are allowed to cover windows in place of shades, blinds, curtains or drapes.
- (e) **Woodwork:** should be clean, free of dust, gouges or scratches.

- (f) Doors: should be clean, free of grease and fingerprints. Doorstops must be present. Doorknobs must not be removed.
 - (g) Heating units: should be dusted and access to furnace room uncluttered.
 - (h) Trash: should be disposed of properly and not left in the unit.
 - (i) Entire unit should be free of rodent or insect infestation.
- Kitchen:**
- (a) Stove: should be clean and free of food and grease (including oven and stove eyes). Stove fixtures must be intact (i.e. knobs, racks, etc.).
 - (b) Refrigerators: should be clean. Freezer door should close properly and freezer have no more than one inch of ice. Never use ice pick or sharp instruments to remove ice from freezer.
 - (c) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
 - (d) Exhaust fan: should be free of grease and dust.
 - (e) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
 - (f) Food storage areas: should be neat and clean without spilled food.
 - (g) Trash/garbage: should be stored in a covered container until removed to the disposal area.
- Bathroom:**
- (a) Toilet and tank: should be clean and odor free.
 - (b) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
 - (c) Lavatory: should be clean.
 - (d) Exhaust fans: should be free of dust.
 - (e) Floor: should be clean and dry.
- Storage Areas:**
- (a) Linen closet: should be neat and clean.
 - (b) Other closets: should be neat and clean. No highly flammable materials stored in unit.
 - (c) Other storage areas: should be clean, neat and free of hazards.
- Bedrooms:**
- (a) Clothes: should be properly hung in closets and not strewn throughout the apartment.
 - (b) Mattresses and box springs: should be placed on bed frames and located in bedrooms only.
- 4. Housekeeping Standards: Outside the Apartment:**
- The following standards apply to family and scattered site developments only; some standards apply only when the area noted is for the exclusive use of Resident.
- (a) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
 - (b) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
 - (c) Steps (front and rear): should be clean and free of hazards.
 - (d) Sidewalks: should be clean and free of hazards.
 - (e) Storm doors: should be clean with glass or screens intact.
 - (f) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots. All vehicles must have a MHB Parking Sticker if parked on the development parking lot with the exception of delivery of medical or other services or authorized use.
- 5. Common Areas:**
- (a) Hallways: should be clean and free of hazards.
 - (b) Stairwells: should be clean and uncluttered.
 - (c) Laundry areas: should be clean and neat. Remove lint from dryers after use.
 - (d) Utility room: should be free of debris, motor vehicle parts, and flammable materials.
- 6: Housekeeping Standards – Yard Maintenance:**

Certain dwelling units offered by the MHB include yards and outdoor common areas which are to be maintained by the Resident. Such maintenance includes, but is not limited to:

- (a) Cutting or mowing of grass with frequency and to height required by local custom or city ordinance.
- (b) Maintaining and trimming of all outdoor vegetation.
- (c) Removal of leaves during fall.

(QQ) 2. ALF units will be maintained to applicable Department of Health regulations and standards.

(RR) To minimize the occurrence and growth of mold in the Leased premises, Resident hereby agrees to the following:

- 1. Moisture Accumulation.** Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels. The kitchen, bathrooms, and laundry area are particularly at risk because these are areas in which the most water is utilized.
- 2. VENTILIZATION.** Resident shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible.
- 3. APARTMENT CLEANLINESS.** Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bathrooms, clean.
- 4. NOTIFICATION OF MANAGEMENT.** Resident shall promptly notify management of the presence of the following conditions:
 - A water leak, excessive moisture, or standing water inside the Leased Premises;
 - A water leak, excessive moisture, or standing water in any community common area;
 - Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
- 5. LIABILITY.** Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply.
- 6. VIOLATION OF SECTION (RR).** Violation of this section shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

V. RESIDENT'S RIGHT TO USE AND OCCUPANCY:

- (A) The Resident, and members of the household authorized to reside on the premises in accordance with the lease, shall have the right to exclusive use and occupancy of the premises, including reasonable accommodation of guests. For purposes of this lease, the term "guest" means a person on the premises with the consent of a household member.
- (B) With the prior written consent of the Landlord, Resident and members of the household may engage in legal profit-making activities on the premises, when the Landlord determines that such activities are incidental to the primary use of the premises for a residence by members of the household **(Non-ALF only)**.
- (C) With the prior written consent of the Landlord, a foster child or a live-in aide may reside on the premises **(Non-ALF only)**. The factors considered by the Landlord in determining whether or not consent is granted may include:
 - (a) Whether the addition of a new occupant may require a transfer of the family to another unit, and whether such units are available.
 - (b) The Landlord's obligation to make reasonable accommodation for handicapped persons.
 - 1. Live-in aide means a person who resides with an elderly, disabled or handicapped person and who:
 - (a) Is determined to be essential to the care and well being of the person;
 - (b) Is not obligated for the support of the person; and
 - (c) Would not be living in the unit except to provide the necessary supportive services.
- (D) Ability to comply with Lease terms: If, during the term of this Lease, Resident, by reason of physical or mental impairment is no longer able to comply with the material provisions of this lease, and cannot make arrangements for someone to aid him/her in complying with the lease, and PHA cannot make any reasonable accommodation that would enable Resident to comply with the lease then; PHA will assist Resident, or designated member(s) of Resident's family, to find more suitable housing. If there are no family members who can or will take responsibility for moving Resident, PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Residents must identify the family member(s) to be contacted if they become unable to comply with lease terms.

VI. ENTRY OF PREMISES DURING TENANCY:

Landlord may enter the premises under the following conditions:

- (A) Landlord shall, upon written notification stating the intended time and purpose of the entry delivered or posted on the primary door of the premises in advance at least two (2) calendar days or more, be permitted to enter the premises during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing.
- (B) Landlord may enter the premises at any time without advance notification pursuant to a court order, the landlord has reasonable cause to believe the tenant has abandoned or surrendered the premises, when Tenant requests repairs, maintenance, or services or when there is reason to believe an emergency exists;
- (C) In the event Resident and all adult members of the household are absent from the premises at the time of entry, Landlord shall leave a notice specifying the date, time and purpose of entry prior to leaving the premises.
- (D) If a tenant refuses to allow lawful access, the landlord may obtain injunctive relief to compel access, or terminate the dwelling lease. In either case, the landlord may recover actual damages.

VII. OBLIGATIONS OF LANDLORD; LANDLORD AGREES:

- (A) To maintain the premises and other project premises in decent, safe, and sanitary condition;
- (B) To comply with requirements of applicable building codes, housing codes, and U.S. Department of Housing and Urban Development regulations that materially affect health and safety;

- (C) To make necessary repairs to the premises;
- (D) To keep project premises, facilities and common areas, not otherwise assigned to Resident for maintenance and upkeep, in a decent, clean, safe and sanitary condition;
- (E) To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by Landlord; provided; however, that the Landlord is not responsible for damages caused by any malfunction of system/appliance which causes damages to food or other personal property;
- (F) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident in accordance with Section IV (H) of this lease;
- (G) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the premises is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- (H) To post schedules of special charges for services, repairs and utilities and rules and regulations which are incorporated by reference in this lease in the Landlord's project office and to furnish such documents to Residents and applicants upon request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided that the Landlord shall give at least 30-days written notice to each affected resident setting forth the proposed modification, the reasons therefore, and providing the Resident an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The lease may be modified after giving residents sixty (60) days notice. A copy of such notice of proposed modification shall be:
 - 1. Delivered directly or mailed to each Resident; or
 - 2. Posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
- (I) To post in the office of Resident's complex, or if there is not a property office, the central office of the Landlord, copies of all rules, regulations, schedules of charges and other documents which are part of this agreement, whether by attachment or reference, and to make any changes or modifications available to Resident.

VIII. DEFECTS HAZARDOUS TO LIFE, HEALTH OR SAFETY:

In the event the premises are damaged to the extent that conditions are hazardous to life, health or safety of the Residents, it is agreed that the following terms and conditions apply:

- (A) The Resident shall immediately notify Landlord of the damage;
- (B) The Landlord shall be responsible for repair of the unit within a reasonable time: Provided, That if the damage was caused by the Resident, Resident's household members or guests, the reasonable cost of the repairs shall be charged to the Resident;
- (C) Landlord shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time unless the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of the Tenant household or guests.
- (D) Rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with Paragraph (B) of this Section or alternative accommodations not provided in accordance with Paragraph C of this Section, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, members of the Resident household or guests.
- (E) **HEALTH & SAFETY VIOLATIONS** - A violation of any of the safety and health and safety hazards mentioned below will be considered a serious violation of your dwelling lease and may result in the termination of your lease and eviction.
 - 1. **TRIPPING HAZARDS:** Exposed cords, for example: extension, cable, telephone, etc, are a tripping hazard and are not allowed on the floor or stairway of your apartment.
 - 2. **BLOCKED EGRESS (EXITS):**
 - (a) **BEDROOMS WITH ONLY ONE WINDOW:** You are not allowed to block the window with anything, for example: furniture, a fan, an air conditioner, etc., in any bedroom with only one window. In case of a fire or some other disaster, there must be a way to exit this room to the outside.
 - (b) **OTHER ROOMS:** At least one window must not be blocked with anything – See A.
 - 3. **FIRE EXTINGUISHERS:** Any resident owned fire extinguisher must meet state and federal fire codes. Your fire extinguisher must be inspected once a year by a fire extinguisher service company and tagged with certification date, etc. If your fire extinguisher does not meet with safety requirements or is not properly charged, it must be removed from your apartment, because it is considered a safety hazard.
 - 4. **WINDOW AIR CONDITIONERS:** Any window air conditioner must have a faceplate cover; otherwise, the unit must be removed from the apartment, because it is considered a safety hazard.
 - 5. **SMOKE ALARMS:** Federal Regulations requires a working smoke alarm in each level of your apartment and according to your lease you cannot tamper with or cover your smoke alarm at any time, for any reason. If you tamper with or cover your smoke alarm you will be charged any and all appropriate posted maintenance charges for this offense and you may receive a notice to terminate your lease.
 - 6. **ELECTRICAL:** All electrical panels/boxes/outlets must remain covered with switch plates and/or plug covers. It is also a violation to tamper with external/internal breaker or meter bases.
 - 7. **HOT WATER HEATERS AND SPACE HEATERS:** Due to a fire hazard, no items are to be placed on top of or around your hot water heater or your space heater.
 - 8. **DOOR LOCKS AND WINDOW LOCKS:** All entrance door locks and window locks must function properly, in order to secure your apartment. Please report any problems with your door locks and/or window to the maintenance department.

9. **UNSANITARY LIVING CONDITIONS:** Any condition in or around resident unit which could be cause for rodent or other infestation (i.e.: improper disposal of trash or garbage, excessive debris and clutter, etc.)

IX. ABANDONED PROPERTY AND FURNISHINGS:

Upon the abandonment of the premises, the Tenant hereby appoints the Landlord and/or the Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the premises. The Landlord may take possession of the dwelling after the Tenant has moved out or otherwise abandoned the premises. In the absence of actual knowledge of abandonment, it shall be presumed that Tenant has abandoned the dwelling if Tenant is absent from the dwelling for a period of fourteen (14) days from date of discovery, the rent is not current (if rent is due) and Tenant has not notified the Landlord by the fifth day of the intended absence. If a tenant leaves property in the unit more than 14 days after termination by the landlord or termination by the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

The HA, after having received probable cause to believe that the unit may have been abandoned, shall place a notice of abandonment on the door, mail a copy of the last known address, notify the designated person as listed in this lease, and change the locks on the door to secure the unit.

X. NOTICES:

- (A) The Landlord shall notify the Resident of the specific grounds for any proposed adverse action by Landlord. (Such adverse action includes, but is not limited to, a lease termination/demand for possession (If Applicable), transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.)
- (B) The Landlord shall notify the Resident of the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning a proposed adverse action except as provided in Section XII (F) of this lease:
1. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a lease termination/demand for possession, a notice of lease termination/demand for possession in accordance with Section XI (B) shall constitute adequate notice of proposed adverse action.
 2. In the case of a proposed adverse action other than a lease termination/demand for possession, the Landlord shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.
- (C) All notices in this lease may run concurrently without further notice at the discretion of the Landlord.

XI. NOTICE PROCEDURES:

- (A) The Landlord and the Resident in giving notice one to the other shall use the following procedures:
- Except as provided in Paragraph C of this Section, notice to a Tenant shall be in writing and delivered in hand to the Tenant or to an adult member of the Tenant's household residing in the dwelling, or shall be considered delivered three calendar days after mailing with adequate prepaid postage in the United States mailed to the tenant's last known place of residence.
 - Notice to the Landlord shall be in writing, delivered to the project office or the Landlord's central office or sent by U.S. first class mail properly addressed.
- (B) Notice to terminate/vacate from Landlord shall comply with Alabama Law. Notice provided in this section does not apply to the notice required to terminate a tenancy or evict a tenant.
- (C) If the Resident is visually impaired; all notices must be in a format understandable by Resident.

Return receipt for delivery of registered or certified mail shall be sufficient evidence that notice was given, whether signed or unsigned. The MHB, in accordance with Alabama Law, shall consider the non-return of a first class mailing as receipt. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given. Resident agrees that in the absence of a forwarding address being submitted to the Landlord in writing, Resident's address indicated above shall serve as Resident's last known address for purposes of the laws of this state or Federal law.

RESIDENT AGREES TO GIVE LANDLORD 30 CALENDAR DAYS WRITTEN NOTICE OF HIS/HER INTENT TO VACATE THE APARTMENT UNIT.

XII. TERMINATION OF TENANCY AND EVICTION:

- (A) Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease such as failure to make payments due under this lease or to fulfill obligations of Resident set forth in this lease or for other good cause. Good cause includes, but is not limited to:
- Criminal or other activity by a member of the household that threatens the health or safety of other public housing residents, HA employees, or of persons residing in the immediate vicinity of the premises; or
 - Criminal or other activity by a member of the household that threatens the health or safety of HA management staff.
- (B) If there is a material noncompliance by the tenant with the dwelling lease, the landlord may deliver a written notice to terminate the lease to the tenant specifying the acts and omissions constituting the breach and that the dwelling lease will terminate in 14 calendar days after receipt of the notice. If the breach is not remedied within the 14 days after receipt of the notice to terminate the lease, the dwelling lease shall terminate on the date provided in the notice to terminate the lease unless the tenant adequately remedies the breach before the date specified in the notice, in which case the dwelling lease shall not terminate.
- (C) The notice of lease termination/demand for possession shall state specific grounds for termination, what must be done, (if anything) to cure the deficiency(ies), (or state that the deficiency(ies) is not curable), and shall inform the Resident of the Resident's right to make such reply as the Resident may wish. The notice of lease termination and demand for possession may be combined into one document. When the Landlord is required to afford the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the Resident's right to request a hearing in accordance with the Landlord's grievance procedure. The Landlord shall provide the Resident a reasonable opportunity to examine, at the Resident's written request, before a grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Resident shall be provided a copy of any such document at the Resident's expense.
- (D) Any federally and state required notices shall run concurrently.
- (E) When the Landlord is required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure for a grievance concerning the lease termination, the tenancy shall not terminate (even if any notice period provided for in Section XII. has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

- (F) When the Landlord is not required to afford the Resident the opportunity for a hearing under the Landlord's grievance procedure, the notice of lease termination/demand for possession under this lease shall:
1. State that the Resident is not entitled to a grievance hearing on the termination.
 2. Specify the judicial eviction procedure to be used by the Landlord for eviction of the Resident, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
 3. State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Landlord; or any criminal activity or drug -related criminal activity on or off such premises.
- (G) If a tenant leaves property in the unit more than 14 days after termination by the landlord or the tenant pursuant to this lease, the landlord has no duty to store or protect the tenant's property in the unit and may dispose of it without obligation.

XIII. EVICTION ONLY BY COURT ACTION:

The Landlord may evict the Resident from the unit only by complying with State of Alabama statutory eviction requirements.

XIV. EVICTION FOR CRIMINAL ACTIVITY:

- (A) Landlord discretion to consider circumstances. In deciding to evict for criminal activity, the Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on family members not involved in the criminal activity. In appropriate cases, the Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the criminal activity will not reside or be present on the premises without permission of the Landlord. A Landlord may require a family member who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside on the premises.
- (B) Notice to Post Office. When Landlord evicts an individual or family from the premises for engaging in criminal activity, including drug-related criminal activity, the Landlord shall notify the local post office serving the premises that such individual or family is no longer residing on the premises.

XV. ACCOMMODATION OF PERSONS WITH DISABILITIES:

- (A) A disabled person shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person.
- (B) The Landlord shall provide a notice to each Resident that the Resident may, at any time during the residency, request reasonable accommodation of a disabled of a household member, including reasonable accommodation so that the Resident can meet lease requirements or other requirements of residency.

XVI. LEASE CHANGES:

Changes to this lease must be made by written addenda to this lease executed by both parties except for changes provided for in Section VII (H) of this lease. The failure of the family to accept the HA's offer of a revision to existing lease shall be grounds for termination.

XVII. FAILURE TO PERFORM:

Resident agrees that failure of the Landlord to insist upon strict performance of terms, covenants, agreements and conditions contained in this Lease, shall not constitute or be construed as a waiver or relinquishment of the Landlord's rights thereafter to enforce any such terms, covenant, agreement or condition and the same shall continue in full force and effect.

XVIII. SECURITY DEPOSIT:

Resident agrees to pay a security deposit as specified in the 1st or 1st replacement page of the lease. Failure to pay the required security deposit within the stipulated time period will result in the termination of this lease. Upon termination of the tenancy, money held by the landlord as security may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance as itemized by the landlord in a written notice delivered to the tenant together with the amount due in accordance with Alabama law after termination of the tenancy and delivery of possession. Rent accrues until the keys are returned and/or the 14 day notice to vacate period has expired.

Upon vacating the premises, the tenant shall provide to the landlord a valid forwarding address, in writing, to which the deposit or itemized accounting, or both, maybe mailed. If the tenant fails to provide a valid forwarding address, the landlord shall mail, by first class mail, the deposit or itemized accounting, or both, to the last known address of the tenant or, if none, to the tenant at the address of the property. Any deposit unclaimed by the tenant as well as any check outstanding shall be forfeited by the tenant after a period of 180 days.

XIX. SEVERABILITY:

If any provision of this lease is declared illegal or void in judicial proceedings, the remaining provisions herein shall remain in full force and effect.

XX. SOLICITATION, TRESPASSING AND EXCLUSION OF NON-RESIDENTS:

The Landlord is committed to providing a decent, safe and sanitary environment throughout the Landlord's property. The Resident hereby delegates to the Landlord, or agrees to the Landlord's reservation of the following rights to aid in providing a decent, safe and sanitary environment throughout the Landlord's property:

- (A) Resident delegates to the Landlord the right, to be exercised by its employees and authorized agents, to regulate solicitation and prohibit trespassing on Landlord property by non-Residents of the Landlord, unless the express written permission of the Landlord is properly obtained in advance and in accordance with any applicable policies and/or procedures of the Landlord. The Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.
- (B) The Landlord reserves the right, to be exercised by its employees and authorized agents, to exclude non-Residents, including but not limited to, guests (as defined herein) who, (i) conduct themselves in a manner to disturb the Residents' peaceful enjoyment of their accommodations, community facilities or other areas of Landlord property; (ii) engage in illegal or other activity which would impair the physical and social environment on Landlord premises; (iii) engage in any activity that may threaten the health, safety or peaceful enjoyment of Landlord premises by Residents of the Landlord, employees of the Landlord or persons lawfully on the premises; (iv) engage in criminal activity or drug-related criminal activity (as defined herein), on or off Landlord premises; (v) engage in destroying, defacing, damaging or removing Landlord equipment, vehicles and/or any part of the dwellings, buildings, facilities, or other areas of Landlord premises; (vi) engage in the illegal use or illegal possession of firearms and/or other offensive weapons anywhere on Landlord premises; and/or (vii) intentionally violate necessary rules, regulations, policies and/or procedures set forth by the Landlord for the benefit and well being of Landlord, Residents, employees and premises, in effect at the time this Agreement is entered into and hereafter promulgated by the Landlord, of which such non-Residents have been made aware. Landlord shall exercise this right to the extent allowable by all applicable laws and/or regulations.

XXI. DESIGNATION OF CONTACT PERSON: (NOT REQUIRED TO BE COMPLETED)

Revised September 2008

Tenant designates the following adult person as the party designated by the Tenant as the person to contact in the event the lease is terminated, if the Tenant cannot be contacted by the HA, or the Tenant is otherwise unavailable.

Name	
Relationship	
Address	
Home Phone	
Business Phone	

THE LANDLORD RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE THE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE, NEXT OF KIN, OR TENANT'S BENEFICIARY (AS LISTED ABOVE), EXECUTES THE PROPER RECEIPTS REQUIRED BY THE LANDLORD FOR THE TENANT'S PERSONAL PROPERTY, OR HAS RECEIVED A COURT ORDER GIVING ACCESS, CONTROL, OR POSSESSION TO TENANT'S PERSONAL PROPERTY.

XXII. AVAILABILITY OF GRIEVANCE PROCEDURE:

All grievances concerning the obligations of the Resident or the Landlord under this lease shall (except as provided in Section XII(F) of this lease) be resolved in accordance with the Landlord's grievance procedure.

XXIII. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:

The Landlord and the Resident or a representative of the Resident shall inspect the premises prior to commencement of occupancy by the Resident. The Landlord will furnish the Resident with a written statement of the condition of the premises, and the equipment provided with the premises. The Landlord and the Resident shall sign the statement, and the Landlord in the Resident's files shall retain a copy of the statement. The Landlord shall inspect the premises when the Resident vacates the premises and furnish the Resident with a statement of any charges to be made in accordance with Section IV. (K) Of this lease. Resident shall be provided an opportunity to participate in the termination inspection unless the Resident has vacated the premises without notice to the Landlord.

XXIV. DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT RISKS.

Housing built before 1978 may contain paint containing lead. The landlord has disclosed the presence of known lead-based paint and lead-based paint risks in the dwelling and has provided a pamphlet issued by the government on lead poisoning prevention. The landlord has made available to me access to written files containing notice of risk assessments, paint inspections, and/or hazard reduction activities relating to lead paint relating to my apartment.

Head of Household's initials is Acknowledgment of:

[] I do not want to review the Lead-Based Paint records referenced above; OR
 [] I do want to review the Lead-Based Paint Records referenced above.
 [] I was given the opportunity to review all the records and reports documenting the testing and abatement of lead-based paint hazards.
 [] I received a copy of the pamphlet, "Protect Your Family from Lead in Your Home."

The Landlord shall not be responsible for resident for conditions created or caused by the negligent or wrongful acts or omissions by resident, members of resident's household, other persons or guests, as defined herein. The tenant acknowledges that he/she should consider obtaining renter's insurance to cover personal property.

Any drug related or criminal activity shall be considered to be a serious violation of the material terms of this lease. A criminal conviction or arrest is not necessary for this lease to be terminated and for eviction actions to begin. Criminal activity or drug related criminal activity is cause for eviction without an arrest or conviction. The MHB may evict the resident by judicial action for criminal activity if the MHB determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

Resident agrees and acknowledges that Landlord shall have no duty to provide police services or private security to the Resident, any guests (invited or not), or the apartment community. Resident shall look solely to the City Police Department for security protection. Resident further agrees and acknowledges that, even if the Landlord chooses to provide courtesy security or police services, these services shall not constitute any modification of the above agreement. The Landlord shall not be liable for failure to provide adequate security or police services, or for criminal or wrongful actions by others against the Resident or guests. If the Landlord does provide any security of police services, it may elect to reduce, modify, terminate, or change the nature, scope, and provider of such services without notice to, or consent from, the Resident.

XXV. RENT DETERMINATION

Resident is to place a check mark (✓) and their initials by their choice of rent. (✓) Initial
 _____ Flat Rent for Unit = \$ _____
 _____ Ceiling Rent for Unit = \$ _____
 _____ 30% of Adjusted Income = \$ _____

RESIDENT SIGNATURES		RESIDENT SIGNATURES	
1.	Head of Household	5.	
2.	Spouse	6.	
3.		7.	
4.		8.	

Representative Signature for	Housing Authority	TITLE

APPENDIX K

CHARGES TO RESIDENTS FOR REPAIRS OR REPLACEMENTS

The following is a schedule of Revised Charges to be made to residents for repairs or replacements of items shown. Residents who have questions concerning these charges should refer to posted notices or see their Housing Manager.

NO CHARGE is to be made where replacement is due to normal wear and tear. Charges are to be made if repair is due to damage of unit or lost items.

Both rent and charges (maintenance, legal fees, etc.) are due on the first day of each month.

THESE PRICES INCLUDE MATERIAL AND LABOR, EXCEPT WHERE INDICATED OTHERWISE.

DAMAGED BATHROOM FIXTURES

Unstop commode with plunger or auger by staff		\$35.00
Replace commode tank		\$50.00
Replace commode bowl	10"	\$50.00
Replace commode bowl	12"	\$40.00
Replace commode bowl	14"	\$55.00
Replace commode tank cover		\$15.00
Replace commode combination		\$100.00
Replace commode seat (regular or elongated)		\$20.00
Unstop lavatory		\$35.00
Replace lavatory		\$50.00
Replace lavatory faucet deck		\$42.00
Replace sheltering arm		\$45.00
Replace lavatory stopper		\$5.00
Replace bathtub stopper		\$5.00
Replace shower rod		\$15.00

DAMAGED BATHROOM FIXTURES - Continued

Replace medicine cabinet mirror		\$45.00
Replace medicine cabinet		\$50.00
Replace tissue holder		\$15.00
Replace tissue roller		\$5.00
Replace shower head		\$25.00
Replace grab bar		\$40.00
Replace towel bar		\$20.00
Replace soap dish tub		\$30.00
Replace soap dish lavatory		\$15.00
Replace toothbrush holder		\$10.00

DOORS AND ACCESSORIES

Replace exterior door – wood	2'-8" x 6'-8"	\$125.00
Replace exterior door – wood	3'-0" x 6' – 6" x 1"	\$125.00
Replace exterior door – metal	2'-8" x 6'-8"	\$225.00
Replace exterior door - metal	3'-0" x 6' – 6'-1"	\$225.00
Repair exterior door		\$40.00
Replace interior doors	2' – 8" x 6" – 8"	\$50.00
Replace steel screen door	2' – 8" x 6' – 8"	\$200.00
Replace steel screen door	3' – 0" x 6' – 8"	\$225.00
Replace carriers for closet bypass doors		\$25.00
Replace floor guide for closet bypass doors		\$25.00
Replace top screen in door – wood		\$25.00
Replace bottom screen in door – wood		\$25.00
Replace top screen in steel door		\$75.00
Replace entire screen in door (other than steel)		\$50.00

DOORS AND ACCESSORIES – Continued

Replace screen door latch		\$25.00
Replace screen door spring – wood		\$15.00
Replace screen door closer – metal		\$30.00
Replace screen door hook & eye		\$5.00
Replace screen door pull – wood		\$15.00
Replace door stops		\$5.00
Replace interior lock		\$30.00
Replace bedroom or bathroom lock		\$30.00
Replace exterior door – key in knob locks		\$55.00
Replace exterior door – dead bolt locks		\$50.00/Single
Replace exterior door – dead bolt locks		\$100.00/Pair

KITCHEN FIXTURES

Unstop sink		\$35.00
Major stoppage		Actual Contractor Cost
Replace sink sprayer		\$20.00
Replace sink		\$75.00
Replace metal sink stopper		\$5.00
Replace basket strainer		\$30.00

REFRIGERATOR

Ice makers		\$110.00
Hydrator cover		\$45.00
Freezer door seal		\$50.00
Food door seal		\$50.00

REFRIGERATOR - Continued

Bottom molding		\$20.00
Shelves		\$25.00
Front bar		\$20.00
Handle		\$30.00
Ice trays		\$5.00
Compressor		\$145.00 + \$25.00/hr
Hydrator		\$145.00 + \$25.00/hr
Evaporator		\$145.00 + \$25.00/hr
Replace refrigerator		\$400.00

STOVES

Replace stove		\$300.00
Replace oven rack		\$15.00
Replace burner knob		\$10.00
Replace oven dial		\$10.00
Replace burner grate		\$10.00
Replace broiler door handle		\$15.00
Replace burner caps		\$10.00
Replace vent hood		\$65.00

WINDOWS

Repair/replace security screens		\$125.00 each
Rehang window screen		\$15.00
Replace entire window screen	Half	\$20.00
Replace entire window screen	Whole	\$40.00

WINDOWS – Continued

Replace storm window		\$60.00
Replace screen wire on window screen		\$20.00
Replace broken glass	7 – $\frac{3}{8}$ " x 12 $\frac{3}{4}$ " through 9 – $\frac{1}{2}$ " x 10 – $\frac{3}{4}$ "	\$35.00
Replace broken glass	10 x 22 through 14 – $\frac{3}{4}$ x 20	\$35.00
Replace broken glass	14 – $\frac{3}{4}$ x 33 – $\frac{5}{8}$ through 16 – $\frac{5}{8}$ x 33 – $\frac{3}{4}$	\$35.00
Replace broken glass	14 – $\frac{3}{4}$ x 49 – $\frac{1}{2}$	\$35.00
Window Locks		\$15.00
Replace double pane windows	Per sash	\$125.00

OTHER

Replace garbage disposal		\$160.00
Replace dryer vent		\$20.00
Repair or unstop washing machine drain		\$35.00
Replace countertops		\$10.00 per linear ft <u>PLUS</u> \$50.00 Installation
Replace cabinets		\$100.00/ft
Repair cabinets		\$85.00

ELECTRICAL SYSTEMS

Reset breaker (if constant resident overload)		\$50.00
Replace receptacle cover		\$6.00
Replace switch cover		\$6.00
Replace pull chain receptacle (interior only)		\$10.00
Replace duplex receptacle		\$20.00

ELECTRICAL SYSTEMS – Continued

Replace toggle switch		\$20.00
Replace light fixture		\$25.00
Replace fluorescent light fixtures		\$60.00
Replace fluorescent light covers		\$25.00
Replace light fixture shade		\$15.00
Replace ceiling fans		\$80.00
Replace doorbell		\$25.00
Replace smoke detector/carbon monoxide detector		\$50.00
Replace batteries in smoke/carbon monoxide detectors		\$15.00
Replace fluorescent light bulbs		\$15.00
Replace light bulbs		\$5.00
Replace heater control knob		\$10.00
Replace heater thermostat		\$50.00
Disconnect improperly wired appliances		\$100.00
Re-connect smoke detector/carbon monoxide detector		\$25.00

**FIRE, VANDALISM, VACATED UNITS (ABOVE AND BEYOND NORMAL WEAR AND TEAR)
AND OTHER STRUCTURAL DAMAGE**

Residents are responsible for fire, vandalism and other structural damage to dwellings when due to their negligence or actions. They will be charged the following amounts for repair of the damage(s).

Repair and repaint walls/woodwork		\$50.00/wall
Remove border		\$30.00/room

Remove contact paper or feather paint		\$25.00/wall
Clean carpets		\$50.00/room
Clean bulk trash or garbage from yard (occupied)		\$100.00/load
Clean trash from vacant unit		\$150.00/load
Replace interior door unit		\$100.00
Replace door only		\$50.00
Replace window unit		\$225.00
Repair window unit		\$75.00
Replace water heater (prorated on age)		\$500.00
Replace sheet rock ½" x 4' x 8"		\$50.00/sheet
Clean and paint room	(walls & ceiling)	\$250.00/room
Clean and paint bathroom, hall, stairwell or utility room	(walls & ceiling)	\$150.00/room
Clean and paint kitchen		\$500.00
Exterior cleaning and painting		\$500.00
Cleaning appliances		\$75.00/appliance
Replace floor tile		\$150.00/room or \$2.00/tile
Replace missing shingles		\$8.00/shingle

MISCELLANEOUS ITEMS

Replace missing mailbox		\$25.00
Make keys		\$5.00
Install clothesline		50 feet \$6.00/line
Install clothesline		100 feet \$12.00/line
Resident ID/Entry Cards (Replacement Fee)		\$7.00
*Replace garbage cans	City Garbage Cans	\$50.00
Resod grass		Materials + \$25.00/hr

SERVICE CHARGE LIST FOR PETS

Unstop drain line to fixtures (1 st occurrence \$50, then \$100 for each thereafter)		\$50.00
Yard clean up (For waste removal)		\$100.00
Extermination (Fleas, ticks, & other animal related pests)		\$150.00
Clean out unit (Following move-out, removing pet waste and sanitizing)		\$250.00

FEES

Late Fee		\$50.00
*Unlawful Detainer	(Set by State)	\$211.00
*Environmental Court Fines	(Set by the City)	\$225.00
Disconnected Smoke Detector		\$50.00
Illegal Wiring		\$100.00
Garbage/Litter in Yard		\$100.00
Failure to Remove Garbage Container from Curb		\$50.00
Parking on the Grass		\$250.00
Improper Disposal of Garbage/Trash		\$100.00
Light Appliances (Operable appliances that the Resident shut off)		1 st occurrence \$25.00
Light Appliances (Operable appliances that the Resident shut off)		2 nd occurrence \$50.00
Light Appliances (Operable appliances that the Resident shut off)		3 rd occurrence \$75.00
False Alarms (Reporting non-emergencies as emergencies)		\$75.00

***Charges subject to change without prior notification**

APPENDIX L

MOBILE HOUSING BOARD DWELLING LEASE ADDENDUM

SECTION I. PET POLICY ADDENDUM

1. Pet Ownership: A resident may own one or more common household pets or have one or more common household pets present in the dwelling unit of such resident, subject to the following conditions:
 - A. Each Head of Household may own up to two pets. If one of the pets is a dog or cat, (or other four legged animal), the second pet must be contained in a cage or an aquarium for fish. Each bird or other animals, other than fish, shall be counted as one pet. For purposes of Housing Programs, domesticated animals such as dogs, cats, birds, rabbits, fish and turtles that are traditionally kept in the home for pleasure, rather than for commercial purposes, are considered as common household pets. Common household pets do not include reptiles (except turtles) or dangerous breeds of dogs such as Doberman Pinschers, Rottweilers, Bull Terriers, or any mixed breed dog with prominent characteristics of Pit Bulls or Rottweilers. Refer to Section I, Part 3 (Prohibited Animals). Acceptable turtles are Terrapin Box Turtles and Land Turtles. Snapper Turtles are unacceptable as common household pets.
 - B. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. The evidence can be provided by a statement/bill from a veterinarian and/or staff of the humane society. The evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed. Residents must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. The resident shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary. Also, the weight of a cat cannot exceed 10 pounds (fully grown) and a dog may not exceed 20 pounds in weight (fully grown). All other four-legged animals are limited to 10 pounds (fully grown).
 - C. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time. Birds should be no larger than a parakeet.
 - D. If the pet is a fish, the aquarium must be twenty gallons or less, and the container must be placed in a safe location in the unit. The resident is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and nonhazardous manner. All fish must be nonpoisonous and not of a dangerous species, such as Guppies, Goldfish or Jack Dempshi.
 - E. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from the county rabies officer, his/her authorized representative or any duly licensed veterinarian and must be provided before the execution of this agreement. Dogs and cats more than 3 months of age are required to be vaccinated against rabies. Vaccinations against rabies are good for one year.
 - F. All pets must be housed within the unit and no facilities can be constructed

outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other residents lawns. Also, all pets must wear collars with identification at all times. Pets without a collar will be picked up immediately and transported to the local animal shelter or other appropriate facility.

- G. All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult. Pets which are unleashed, or leashed and unattended, on MHB property may be impounded and taken to the local animal shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the MHB staff has to take a pet to the local animal shelter the resident will be charged \$50 to cover the expense of taking the pet(s) to the appropriate shelter.
- H. Pet(s) may not be left unattended for more than twenty-four consecutive hours. If it is reported to MHB staff and determined that a pet(s) has been left unattended for more than a twenty-four (24) consecutive hour period, MHB staff may enter the unit and remove the pet and transfer the pet to the local animal shelter. Any expense to remove and reclaim the pet from any facility will be the responsibility of the resident. In the case of an emergency, the MHB will work with the resident to allow more than 24 hours for the resident to make accommodations for the pet.
- I. Pet(s), as applicable, must be weighed by a veterinarian or staff of the local animal shelter. A statement containing the weight of the pet must be provided to the MHB prior to the execution of this agreement and upon request by the MHB.

Note: Any pet that is not fully-grown will be weighed every six months. Also, any pet that exceeds the weight limit at any time during occupancy will not be an eligible pet and must be removed from MHB property.

- 2. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this pet ownership lease addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by the resident to avoid any unpleasant and unsanitary odor from being in the unit.
- 3. Prohibited Animals: Animals or breeds of animals that are considered by the MHB to be vicious and/or intimidating will not be allowed. Some examples that have a reputation of a vicious nature are: reptiles, Rottweilers, Doberman Pinschers, Pit Bulldogs and/or any animal that displays vicious behavior. This determination will be made by a MHB representative prior to the execution of this lease addendum.
- 4. Pet(s) shall not disturb, interfere or diminish the peaceful enjoyment of other residents. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The Housing Manager will terminate this authorization if a pet disturbs other residents under this section of the lease addendum. The resident will be given one week to make other arrangements for the care of the pet or the dwelling lease will be terminated.

5. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, the Housing Manager will notify the resident, in writing, that the animal must be removed from the public housing development, within 10 days of the date of the notice from the MHB. The resident may request a hearing, which will be handled according to the MHB's established grievance procedure. The pet may remain with the resident during the hearing process unless the MHB has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by the MHB, the pet must be immediately removed from the unit upon receipt of the notice from the MHB.
6. The resident is solely responsible for cleaning up the waste of the pet within the dwelling unit and on the premises of the public housing development. If the pet is taken outside it must be on a leash at all times. If there is any visible waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the garbage receptacle for their unit. If the MHB staff is required to clean any waste left by a pet, the resident will be charged the actual cost of labor and material (\$25.00 minimum charge) for the removal of the waste.
7. The resident shall have pets restrained so that maintenance can be performed in the apartment. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed until pet is restrained. If service cannot be performed because of residents failure to restrain pet, the resident shall be charged a fee of \$25. In addition, the work order will be considered closed with a notation – unrestrained pet (dog/cat). If this same situation again occurs, the pet shall be removed from the premises. Pets that are not caged or properly restrained may be impounded by animal control officers or by MHB staff and taken to the local animal shelter. It shall be the responsibility of the resident to reclaim the pet at the expense of the resident. Also, if a member of the MHB staff takes a pet to the local animal shelter the resident will be charged an additional \$50 to cover the expense of taking the pet(s) to the local animal shelter. The MHB shall not be responsible if any animal escapes from the residence due to maintenance, inspections or other activities of the landlord.
8. Pets may not be bred or used for any commercial purposes.
9. Dog or cat owners must take care to walk their pets away from pedestrian areas.
10. Residents must post a "BEWARE OF DOG" sign at their front entrance.
11. When a pet causes physical injury of any kind to any person on the property, the MHB must be notified by the owner and the owner must remove the pet immediately. The owner must supply to the management office a notarized letter stating when the pet was removed and the location of the pet.
12. Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the right of others to peaceful enjoyment of the premises. Dogs and cats must be obedient.
13. Visiting pets are not allowed at any time on MHB premises unless it is a Service Animal ("SEEING EYE" or "HEARING EAR")
14. The owner of a pet will be responsible for the disposal (and the cost incurred) of the animal's remains upon death, from whatever cause, and regardless of the location of the remains of the animal on MHB property. ANIMAL REMAINS SHALL BE DISPOSED OF:

By or through the Public Works Department
By or through a duly licensed veterinarian; or
By action of the Police Department

15. Owners of dogs and cats will be responsible for submitting annually to the management office (at recertification) proof of professional extermination for fleas, ticks or other animal related pests.
16. Residents will be subject to eviction after three (3) violations in one year. Note: depending on circumstances, an eviction may be warranted before 3 violations occur in a one-year time frame.
17. The resident must provide the name, address and phone number of one or more responsible parties who will care for the pet if the pet owner becomes incapacitated or dies.
18. The resident indemnifies and holds MHB harmless of and from any damage or loss due to the resident's pets, but not exempting any negligence of the MHB, however occasioned, and also against and from all claims, damages, suits and expenses by reason of injury to any party or property owned and managed by the MHB subject to the limitation imposed on exculpatory clauses under Federal Regulations and State Laws regarding the acts or omission of the MHB.

SECTION II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT

FEE AND DEPOSIT SCHEDULE

(An annual fee and deposit is required for each pet)

<u>Type of Pet</u>	<u>Fee</u>	<u>Deposit</u>
Dog	\$150.00	\$250.00
Cat	\$100.00	\$150.00
Fish Aquarium	\$ 50.00	\$100.00
Caged Pets	\$100.00	\$150.00

Note: The above schedule is applicable for each pet; therefore, if a resident has more than one pet he or she must pay the applicable annual fee and deposit for each pet.

The entire annual fee and deposit (subject to the exception listed below) must be paid prior to the execution of the lease addendum. No pet shall be allowed in the unit prior to the completion of the terms of this pet policy.

The annual fee shall be paid at the time of reexamination each year and all proof of inoculations and other requirements shall be made available to the MHB at such time. The annual fee is not reimbursable. The deposit made shall be utilized to offset damages caused by the pet and/or resident. Any balance, if any, from the deposit will be refunded to the resident at the time of move-out or removal of the pet. THERE SHALL BE NO REFUND OF THE ANNUAL FEE.

It shall be a serious violation of the lease for any resident to have a pet without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Paragraph IV (L) of the lease (a serious violation) and the MHB will issue a termination notice. The resident will be entitled to a grievance hearing in accordance with the provisions of Paragraph 5 of this Pet Policy or the Grievance Procedure, as applicable.

SECTION III.

ASSISTANCE ANIMAL POLICY

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to MHB pet policies. The resident must register the animal with the MHB. Registration includes the certification from a licensed veterinarian of required pet inoculations, information to identify the pet, and the name and address of the pet owner and the name and address of a responsible party to care for the pet if the owner is unable to. The resident shall furnish the MHB information at each reexamination as to the status of the animal, the continued need for the animal, and the information contained hereinabove.

Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals - often referred to as "service animals," "assistant animals," "support animals," or "therapy animals" perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision;
- Alerting individuals who are deaf or hearing impaired;
- Providing minimal protection or rescue assistance;
- Pulling a wheelchair;
- Fetching items;
- Alerting persons to impending seizures; or
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

The MHB may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability.

The HA's refusal to modify or provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation;
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others;
- The presence of the assistance animal would pose an undue financial and administrative burden to the provider; or
- The presence of the assistance animal would fundamentally alter the nature of the provider's services.

Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal. The MHB should verify that the individual requesting the assistance animal is a person with a disability and that the animal is needed to assist with the disability. The MHB must also verify that the person is capable of taking care of the animal, or has made suitable arrangements for care of the animal in a sanitary manner which is consistent with the Pet Policy of the MHB. The weight restrictions in the MHB Pet Policy shall also be complied with unless waived by the Executive Director based upon each

specific case. As with all other disability-related inquiries, the MHB may not ask about the nature or severity of the resident's disability. The MHB may ask for third party verification.

MOBILE HOUSING BOARD
PET OWNERSHIP LEASE ADDENDUM
RESIDENT ACKNOWLEDGMENT

After reading and/or having read to me this lease addendum I, _____
(Print Name)

agree to the following:

I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pet(s) in accordance with this addendum.

I agree and understand that I am liable for any damage or injury whatsoever caused by pet(s) and shall pay the landlord or applicable party for any damages or injury caused by the pet(s). I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.

I agree to accept full responsibility and will indemnify and hold harmless the landlord for any claims by or injuries to third parties or their property caused by my pet(s).

I agree to pay a non-refundable annual fee of \$_____ to cover some of the additional operating cost incurred by the MHB. I also understand that this fee is due and payable prior to the execution of this lease addendum and each twelve months thereafter.

I agree to pay a refundable pet deposit of \$_____ to the MHB. The annual fee and initial deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by the landlord at the termination of the lease toward payment of any rent or toward payment of any other costs made necessary because of resident's occupancy of the premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to the resident after the premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET(S) MUST BE UPDATED ANNUALLY AND PROVIDED TO THE MHB AT THE ANNUAL REEXAMINATION. ANNUAL FEES SHALL BE PAYABLE IN FULL TWELVE MONTHS FROM THE APPROVAL DATE.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET(S) FROM THE PROPERTY OF THE MHB AND/OR EVICTION. I ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF THE MHB.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM THE MHB BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED OR ADDING A SECOND PET. ALSO, A PICTURE MAY BE TAKEN BY THE MHB STAFF OF THE PET(S) FOR DOCUMENTATION.

Head of Household Signature

Date

MHB Representative Signature

Date

APPENDIX L

MOBILE HOUSING BOARD

PET POLICY AND AGREEMENT FOR DEVELOPMENTS DESIGNED FOR ELDERLY (EMERSON GARDENS, FRANK BOYKIN TOWER AND CENTRAL PLAZA TOWERS)

The following rules are established to govern the keeping of pets in and on properties owned and operated by the Mobile Housing Board, hereafter called "Management", designed for the elderly.

All pets must be registered with Management. Residents must receive a written permit to keep any animal on or about the premises. This privilege may be revoked at any time subject to Management's grievance procedure if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident fails to comply with the following:

1. A maximum number of two pets are allowed; only one may be a dog or cat.
2. Permitted pets are domesticated dogs, cats, birds, and fish aquariums. The weight of each dog or cat must not exceed 30 pounds (adult size).
3. Dogs and cats are to be licensed yearly with the City of Mobile. Residents must show proof of yearly distemper and rabies boosters for dogs and cats. No vicious or intimidating dogs are allowed.
4. All cats and dogs must be spayed or neutered. If these animals are not spayed and have offspring, resident is in violation of this rule.
5. No pet may be kept in violation of state humane or health laws or local ordinances.
6. Dogs and cats shall remain inside a resident's unit unless they are on a leash and directly controlled by an adult. No animal shall be permitted to be loose in hallways, lobby areas, Laundromats, community room, or other common areas of the building. No dog houses, animal runs, etc., will be permitted.
7. Residents are to provide litter boxes inside the unit for cat waste. Residents are not allowed to let waste accumulate. Residents are responsible for properly disposing of cat waste by placing the waste in a plastic bag with closure and placing the bag in a container provided by Management outside the building.
8. Residents are responsible for promptly cleaning up pet droppings on the grounds by placing them in a plastic bag with closure and properly disposing of said droppings in the container provided by Management outside the building.
9. Residents shall take adequate precautions to eliminate any pet odors within or around their units and shall maintain their units in a sanitary condition at all times.
10. Residents shall not permit any disturbance by their pets which would interfere with the peaceful enjoyment of other residents; whether by loud barking, howling, biting, scratching, chirping, or other such activities.
11. If pets are left unattended for 24 hours or more, Management may enter to remove the pets and transfer them to the proper authorities subject to the provisions of state **law or local** ordinances. Management accepts no responsibility for the pets under such circumstances.

12. Residents shall not alter their unit, patio, or unit area to create an enclosure for any pet.
13. Residents are responsible for all damages caused by their pets, including cost of cleaning and fumigation.
14. Residents are prohibited from harboring and feeding stray animals. The feeding of stray animals shall constitute having a pet without permission of Management.
15. Residents shall pay a damage deposit of \$100.00 for a cat or dog. A damage deposit is not required for fish aquariums or birds. This deposit shall be paid in advance or on the execution of the Pet Permit by Management. This deposit is refundable if no damage is done by or as a result of a pet, as verified by Management, after resident disposes of the pet or moves.
16. Residents who violate these rules are subject to:
 - a. Being required to get rid of the pet within 14 days of notice by Management; and/or
 - b. Eviction.
17. Residents must identify an alternate custodian for their pets in the event of residents' illness or other reason for absence from their units.

NOTE: Prohibited Animals: Animals or breeds of animals that are considered by the MHB to be vicious and/or intimidating will not be allowed. Some examples that have a reputation of a vicious nature are: reptiles, Rottweilers, Doberman Pinschers, Pit Bulldogs and/or any animal that displays vicious behavior. This determination will be made by a MHB representative prior to the execution of this lease addendum.

I have read and understand the above regulations regarding pets and agree to conform to same.

Resident Signature

Date

Management Staff Signature

Date

MOBILE HOUSING BOARD
PET PERMIT

I have received written permission from Management to keep the following pet in my residence:

Breed: _____ Color: _____ Height: _____

Weight: _____ Name: _____

My alternate pet custodian is:

Name: _____

Address: _____

Phone: _____

I fully understand the rules/regulations in regard to this privilege and will abide by same.

Resident Signature

Date

Management Staff Signature

Date

Damage deposit of \$100.00 paid _____
(Date)

APPENDIX M

MOBILE HOUSING BOARD RENT STRUCTURE

Oaklawn Homes (AL 2-01)

	1 BR	2 BR	3 BR
Flat Rent	395	455	570
Ceiling Rent	437	501	620

Orange Grove Homes (AL 2-02)

PRE-MOD units

	1 BR	2 BR	4 BR	5 BR
Flat Rent	345	400	675	776
Ceiling Rent	387	446	730	836

Orange Grove Homes (AL 2-02)

MOD units

	2 BR	3 BR
Flat Rent	504	684
Ceiling Rent	628	823

Roger Williams Homes (AL 2-03)

	1 BR	2 BR	3 BR	4 BR
Flat Rent	350	365	525	675
Ceiling Rent	392	411	575	730

Thomas James Place (AL 2-05/11/14)

PRE-MOD Units

	1 BR	2 BR	3 BR	5 BR
Flat Rent	348	370	525	776
Ceiling Rent	419	456	628	907

Thomas James Place (AL 2-05/11/14)

MOD Units

	1 BR	2 BR	3 BR	5 BR
Flat Rent	485	542	710	885
Ceiling Rent	556	628	813	1016

Gulf Village Homes (AL 2-06)

PRE-MOD Units

	1 BR	2 BR	3 BR
Flat Rent	365	375	535
Ceiling Rent	407	421	585

APPENDIX M

MOBILE HOUSING BOARD RENT STRUCTURE

Gulf Village Homes (AL 2-06) MOD Units

	1 BR	2 BR	3 BR
Flat Rent	514	582	700
Ceiling Rent	556	628	750

Josephine Allen Homes (AL 2-08)

	1 BR	2 BR	3 BR	4 BR	5 BR
Flat Rent	340	355	525	675	776
Ceiling Rent	382	401	575	730	836

R. V. Taylor Plaza (AL 2-10) PRE-MOD Units

	1 BR	2 BR	3 BR	4 BR	5 BR
Flat Rent	345	355	525	675	776
Ceiling Rent	381	401	575	730	836

R. V. Taylor Plaza (AL 2-10) MOD Units

	1 BR	2 BR	3 BR	4 BR	5 BR
Flat Rent	405	455	580	705	816
Ceiling Rent	447	501	630	760	876

R. V. Taylor Plaza (AL 2-10) PRE-MOD Conversion Units

	4 BR	6 BR	8 BR
Flat Rent	675	877	1080
Ceiling Rent	717	937	1162

Central Plaza Towers (AL 2-12) Buildings 300 and 304 Pre-MOD Units

	JR 1 BR	1 BR	2 BR
Flat Rent	375	410	515
Ceiling Rent	375	410	515

APPENDIX M

MOBILE HOUSING BOARD RENT STRUCTURE

Central Plaza Towers (AL 2-12) Buildings 300 and 304 MOD Units

	JR 1 BR	2 BR
Flat Rent	500	585
Ceiling Rent	500	585

*Emerson Gardens (AL 2-13)

	1 BR	2 BR
Flat Rent	450	504
Ceiling Rent	556	628

*MSA FMR used due to Modernization

Central Plaza Towers (AL 2-15) Building 302

	1 BR	2 BR
Flat Rent	410	515
Ceiling Rent	410	515

Boykin Tower (AL 2-16)

	1 BR	2 BR
Flat Rent	400	465
Ceiling Rent	400	465

MINIMUM RENT

\$50.00

Flat Rent = Market Rent and PHA Provided Utilities

Ceiling Rent = Flat Rent and Utility Allowances

APPENDIX N

MOBILE HOUSING BOARD

INCOME RANGES FOR ADMISSIONS AND CONTINUED OCCUPANCY – ALL PROGRAMS – Effective March 8, 2006

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person	9 Person	10 Person	11 Person	12 Person	13 Person	14 Person	15 Person	16 Person
Extremely-Low Income	10,400	11,900	13,350	14,850	16,050	17,250	18,400	19,600	20,800	22,000	23,150	24,350	25,550	26,750	27,900	29,100
Very-Low Income	17,350	19,800	22,300	24,750	26,750	28,700	30,700	32,650	34,650	36,650	38,600	40,600	42,600	44,550	46,550	48,500
Low-Income	27,700	31,700	35,650	39,600	42,750	45,950	49,100	52,250	55,450	58,600	61,800	64,950	68,100	71,300	74,450	77,600

NOTE: The above income limits are subject to change as HUD generally revises these limits annually.

The latest and most recent annual income limits as established and approved by HUD shall be applicable and are automatically incorporated into and made a part of this policy as of the effective date of the newly established income limits as set forth and approved by HUD.

APPENDIX O

MOBILE HOUSING BOARD RENT POLICY

I. Policy Statement

This policy applies to all residents and addresses the manner in which residents must pay their monthly rent and the consequences of late payment or non-payment. This policy is consistent with the laws of the State of Alabama, the U.S. Department of Housing and Urban Development (HUD) regulations, and the Authority's Dwelling Lease. The Authority is committed to enforcing this policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designated to achieve the following goals:

- Reduce the Authority's resident accounts receivables to no more than 2% or less.
- Clarify for residents and staff, the Authority's posture with regard to rent collection and rent determination policies.
- Establish strict guidelines extending rent payments only in extenuating circumstances as defined by the Authority.
- Streamline and simplify the summary process actions taken by the Authority.

II. Monthly Rent

Rents are due and payable on or before the first day of each month. The monthly rent must be paid in full; no partial payments will be accepted.

III. Rent Determination Policies

The amount of monthly rent that a family pays to the housing agency is based on one of the following methods:

1. Income-Based Rent – Rent based on 30% of the adjusted monthly income.
2. Flat Rent/Ceiling Rent – MHB established rent based on the rental value of a unit – for each dwelling unit it owns and operates.
3. Minimum Rent – MHB established minimum monthly rent for its developments. The amount may not exceed \$50.00.

IV. Annual Resident Rent Choice

The resident choice provision allows a family in public housing a choice of rental payments. Residents may choose rental payments, based on either a flat rent or

the income-based rent method. Residents may choose to pay the income-based rental payment, which is 30% of their adjusted monthly income. In the event a family's income decreases due to financial hardship, residents may elect to pay an income-based rent because the higher flat rent is no longer affordable.

Generally, a resident may only switch payment methods one time during a year. * A family experiencing a financial hardship may switch from paying flat rents to income-based rents. After the switch is made from a flat to an income-based rent, the resident continues paying the income-based rent until the end of the annual lease period. Income of a family paying a flat rent must be reviewed not less than once every three years. Income of a family paying income-based rents must continue to be reviewed once a year.

*MHB shall allow residents to switch rent determination methods because of financial hardships including:

- the income of the family has decreased because of changed circumstances, including a reduction in, or loss of employment, death in the family, and reduction in, or loss of income or other assistance which affects the family's circumstances;
- an increase, because of changed circumstances, in the family's expenses for medical costs, child care, transportation, education, or similar items; and
- other circumstances as may be determined by the MHB on a case-by-case basis.

All of the above must be proven by the resident providing verifiable information in writing to the MHB prior to the rent becoming delinquent and before the lease is terminated by the MHB.

V. Income-Based Rent

An income-based rent is based on a household's income. In accordance with HUD regulations, income-based rent cannot be more than 30% of a household's adjusted income (although it could be less).

MHB residents are charged 30% of their monthly-adjusted income for rent. Adjusted income is calculated by deducting from gross income allowable expenses, such as child care and medical, as well as deductions for dependents and elderly households. Eligibility for specific allowances depends upon the resident's individual circumstances. Residents residing in units where some or all of the utilities are paid directly by the resident receive a utility allowance in the form of a monthly rent reduction.

Residents are required to report their income annually to the Authority and rent is adjusted accordingly. During the course of the year, residents may be eligible for reductions in their rent if they suffer a loss of income or an increase in allowable expense.

VI. Flat Rents

A flat rent is a set amount based on the “rental value” of the unit. Flat rents may benefit higher income residents whose incomes are going up. Additionally, flat rents are designed to avoid creating disincentives for families who are becoming economically self-sufficient. Families paying the flat rent have their incomes reviewed not less than once every three years. Note: no utility allowance is applied to rent in rent calculation. Flat rent equals market rent plus PHA provided utilities.

VII. Minimum Rents

Families assisted under the Public Housing program pay a monthly “minimum rent” of not more than \$50.00 per month. MHB residents are required to pay a monthly minimum rental amount. The monthly minimum rent established by the MHB is \$50.00.

Exceptions to the application of the minimum monthly rental amount apply to any family unable to pay because of financial hardship. The MHB shall grant an exemption from application of the minimum monthly rent to any family making a proper request in writing who is unable to pay because of financial hardship, which shall include:

1. the family has lost eligibility for, or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the Immigration and Nationalization Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (this include aliens entitled to receive assistance under the Immigration and Nationality Act);
2. the family would be evicted as a result of the implementation of the minimum rent requirement (this exemption is only applicable for the initial implementation of a minimum rent or increase to the existing minimum rent);
3. the income of the family has decreased because of changed circumstances, including loss of employment* (not applicable to intentional acts that reduce income);
4. a death in the family has occurred which affects the family circumstances; and
5. other circumstances as determined by MHB on a case-by-case basis.

If a resident requests a hardship exemption (prior to the rent being delinquent) under this section, and the MHB reasonably determined the hardship to be of a temporary nature, exemption shall not be granted during a ninety-day period beginning upon the making of the request for the exemption. Eviction is prohibited for 90 days if a

family requests a hardship exemption and the MHB determines that the hardship is temporary. A resident may not be evicted during the ninety-day period for non-payment of rent. This does not prohibit the MHB from taking eviction action for other violations of the lease. In such a case, if the resident thereafter demonstrates that the financial hardship is of a long term basis, the MHB shall retroactively exempt the resident from the applicability of the minimum rent requirement for such a ninety day period.

*MHB may not reduce rent if the resident suffers a reduction in income for failure to comply with welfare requirements or commits welfare fraud.

VIII. Ceiling Rents

A ceiling rent is a cap on the rent of a unit per bedroom size. Rent cannot exceed the ceiling rent although the family's income may increase. Ceiling rents equal Flat rent plus utility allowance. Note: utility allowances are included in the flat rent calculation.

IX. Reduction of Welfare Benefits

Families whose public assistance benefits or welfare is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement will not have their rent reduced.

If the resident requests an income re-examination and the rent reduction is predicated on a reduction in resident income from welfare, the request will be denied, but only after obtaining written verification from the welfare agency that the families benefits have been reduced and the level of such reduction because of:

- noncompliance with economic self-sufficiency program; or
- work activities requirements; or
- act of fraud by a family member under the law or program.

If a family is otherwise compliant with all conditions for receipt of public assistance (welfare) but nonetheless has benefits reduced, the MHB must consider the reduction in income in determining the family's rent. A reduction in benefits as a result of the expiration of a lifetime limit for a family receiving welfare or public assistance benefits shall not be considered to be failure to comply with the conditions under the assistance program.

X. Rent Increase Phase-In

The MHB will not increase the residents rent as a result of increased income due to employment during the 12-month period beginning on the date the employment began, when the earned income increase is the result of a family member who:

- Has been unemployed for 12 months or more, including people who have earned the equivalent of 500 hours at minimum wage in the previous 12 months.
- Participating in a family self-sufficiency or other job-training program.

- Receiving welfare under Temporary Assistance to Needy Families (TANF) and Aide to Families with Dependent Children (AFDC) within the previous 6 months.

The applicable rent shall be phased-in over a three-year period.

After this first 12-month period, MHB may increase the rent for the next 12 months, but not by more than 50% of the amount that it would have increased. In the third year, the rent will increase to the full amount that would be otherwise applicable for the first twelve months. In lieu of a disallowance of earned income and upon the request a family that qualifies, MHB may establish an individual savings account for the purpose of purchasing a home, paying education costs, moving out of public housing, or other purposes promoting self-sufficiency.

*Summary of Rent Increase Phase-In:

- No rent increase 1st year
- 2nd year, up to 50% of increase that otherwise would be applicable
- 3rd year, full rent increase in effect, or

XI. Police Living in Public Housing – (Special Rent Terms)

For the sole purpose of providing increased security to a public housing development, the MHB may house police officers in a public housing development. MHB determines the rent, terms, conditions, number and location of units to be occupied by police officers. In accordance with its public housing agency plan, the agency may allow a police officer who is not otherwise eligible for federal housing assistance, to receive assistance in public housing. MHB will submit an application to HUD for special rent requirements, if applicable under this clause.

The term “police officer” refers to any person determined by a public housing agency to be employed on a full-time basis as a licensed law enforcement professional by a federal, state, or local government, or by an agency (including a local housing MHB having an accredited police force).

XII. Rent Payments

Rents are due and payable on or before the first of each month. Personal checks, money orders and cashiers checks are the only acceptable forms of payment. Personal checks returned by a bank to the MHB for non-sufficient funds are subject to a \$25.00 charge. The MHB reserves the right to refuse personal checks and require money orders from residents who have had checks returned two or more times in a calendar year.

Payments are accepted by mail, or in person, at the management offices listed below, responsible for specific developments.

Development

Oaklawn Homes

Office Location

Oaklawn Homes

	1010 Baltimore Street (251) 434-2285
Orange Grove Homes	Orange Grove Homes 275 Fourth Court (251) 434-2302
Roger Williams	Roger Williams 308 Simington Drive (251) 434-2287
Thomas James Place/ West Cardinal Place	Thomas James Place 1555-A Eagle Drive (251) 434-2390
Gulf Village Homes	Gulf Village Homes 105 South Fairport Drive (251) 434-2289
Josephine Allen Homes	Josephine Allen Homes 650 North Thomas Avenue (251) 434-2283/(251) 434-2284
R. V. Taylor Plaza	R. V. Taylor Plaza 1517 Plaza Drive (251) 434-2261/(251) 434-2262
<u>Development</u>	<u>Office Location</u>
Central Plaza Towers	Central Plaza Towers 300 Bayshore Avenue (251) 434-2290
Emerson Gardens	Emerson Gardens 759 Palmetto Street (251) 434-2293
Frank Boykin Tower	Frank Boykin Tower 1600 Michigan Avenue (251) 434-2292

Management offices are open Monday through Friday (except holidays) 8:00 a.m. to 4:30 p.m.

Partial payments of rent are not accepted by the MHB. The MHB does, however, reserve the right to accept partial payments accompanied by repayment agreements (see Section XV).

Residents who have failed to make full payment of rent by 3:00 p.m. on the tenth

(10th) day of each month are subject to late charges and eviction proceedings. Collection of delinquent miscellaneous charges will be pursued by the MHB through legal actions, collection agencies and the courts in the manner chosen by the MHB consistent with state laws.

XIII. Late Charges

Any resident who fails to pay rent due by 3:00 p.m. on the 10th day of the month is considered delinquent. Residents of Homeownership units governed by agreements are currently exempt from the imposition of a late charge. Effective on the 11th day of the month, a late charge of \$50.00 per month is assessed. This charge is in addition to rent and other charges due. Late charges shall be waived if payments on a repayment agreement are paid as agreed. Late charges continue to be assessed in subsequent months if any portion of the rent remains unpaid.

XIV. Rent Disputes

Residents who wish to dispute the amount of rent or other charges due may do so through the MHB's Grievance Procedure. Before a hearing can be requested involving the amount of rent as defined in the Dwelling Lease, the complainant must be in compliance with Section 6: Escrow Deposits Required for a Hearing Involving Rent of the Mobile Housing Board Grievance Procedure. A copy of the Grievance Procedure is available in each office. Management staff can assist residents in obtaining a grievance conference and any subsequent hearing. The MHB enforces the escrow requirement contained in the Grievance Procedure.

Whether or not a resident chooses to exercise his/her rights under the Grievance Procedure, he/she may present the case in court if the MHB initiates legal action.

XV. Repayment Agreement

In extenuating circumstances, residents may request a Repayment Agreement, extending the time allowed to pay rent and other charges. The MHB is under no obligation to approve and execute repayment agreements and does so only as an accommodation to the resident. Repayment agreements will not be made for one month's current rent due.

If a resident is assessed for retroactive rent, or charges on maintenance, sales, and services or legal fees, the resident must either pay the total amount due on demand or sign a Repayment Agreement. Residents who are not in good standing will not be eligible to for a repayment agreement and all monies will be due upon demand.

Repayment agreements may be made for retroactive rent assessed for interim periods between annual reexaminations. Residents who fail to report income at the annual reexaminations are not entitled to a repayment agreement.

Requests for repayment agreements must be made to the Manager no later than the day the 14-Day Notice expires. The Manager has the authority to approve such

requests only if all of the following conditions are met:

1. A Repayment Agreement is properly completed and executed. Management must check the record file to verify whether or not the resident is in good standing prior to issuance of a repayment agreement.
2. The Agreement stipulates that full payment will be made in no more than 12 months. Cases of extreme hardship will require approval of the Executive Director or his/her designee. It will be the responsibility of the resident to prove extreme hardship.
3. The resident is experiencing one of the following circumstances and has presented the documentation indicated below:

Circumstances

A check or payment of wages was lost or stolen, was promptly reported to the income source by the resident, and a replacement check is forthcoming.

Wages or benefits were abruptly and temporarily discontinued and will resume in no more than thirty (30) days.

Documentation

A letter from the employer or agency verifying circumstances and estimating the receipt date of the replacement check.

A letter from the employer or agency verifying the circumstances and estimating the date income will resume.

Other foreseen circumstances that typically pose financial hardships (i.e. loss of job, permanent discontinuation or reduction in benefits) entitle residents to rent reductions effective the first of the month following the change. Therefore, they are not grounds for extending payments. Residents who need assistance in coping with financial problems are invited to contact their Manager and/or the MHB social service staff. Information and referral services to community agencies can be provided.

Repayment Agreements may not be approved, regardless of the situation, if the request is made after the expiration of the 14-day notice. At this point the resident is delinquent, and in the absence of full rent payment, the MHB will proceed with legal action. Residents are expected, therefore, to act promptly and responsibly in reporting situations, which may make timely payment difficult.

4. Both rent and the monthly repayment agreement installment are due on the first day of each month. Partial payments will not be accepted and the sum of the unpaid balance becomes due.

XVI. Summary Process Action

Non-payment of rent is considered a serious violation of the Lease or Agreement between the resident and the MHB. In all cases, the MHB will aggressively

pursue collection of the amount due and eviction. Following is a description of all steps taken and notices issued in connection with summary process actions.

1. A "14-Day Notice" (Notice of Proposed Termination of Lease and Proposed Eviction Proceeding) is sent by first class mail or hand delivered to each delinquent resident on or about the 11th day of the month. This notice informs the resident that payment has not been received and the MHB proposes to terminate his/her Lease. The notice offers the resident an opportunity to request an informal conference with the MHB in accordance with the Grievance Procedure. It also informs the resident that if he/she is dissatisfied with the outcome of the conference, a Grievance Hearing may be requested.

The notice provides a date by which the resident may act and avoid legal action. If a resident offers full payment by the date, the payment will be accepted and no further action will be taken. However, the MHB will proceed with legal action by the deadline date, if the resident has not:

- requested an informal conference in accordance with the Grievance Procedure,
 - paid his/her rent in full, or
 - vacated the apartment.
2. Unlawful Detainers – If filed with court commencing legal action, the Managers will be authorized to determine whether or not to accept full or partial rent payment and discontinue the legal action in accordance with this policy and the ACOP. The unlawful detainer demands possession of the apartment and/or full payment of the balance due. A Summons is hand delivered to the resident by a sheriff with a copy of the complaint. The Summons requires the resident to file an "Appearance" and an answer in court. The case is brought before the Judge and a decision is rendered.
 3. If the court rules in favor of the Authority, a Judgment is awarded demanding payment and/or eviction of the resident by a specific date. The MHB then orders a Writ of Restitution served on the resident by a sheriff. The resident is given advance notice by the sheriff of the scheduled eviction.

In executing evictions, the MHB will abide by any and all notice requirements in effect at the time of the action.

XVII. Discontinuing Eviction Action

The MHB is under no obligation to discontinue eviction actions once the court judgment is awarded or the Writ of Restitution is served. However, it is not in the interest of either party for the MHB to proceed with an eviction against a resident who is generally a prompt rent payer.

Residents are considered to have a positive rent paying history when they have not been subject to eviction action more than once during the calendar year. If eviction

action commences against such a resident, the MHB may accept full payment, if offered, at any time up to the day of evictions and reinstate the resident.

Residents are considered to have a negative rent paying history when they have been subject to eviction action once in a calendar year. If eviction action commences against such a resident, the MHB may, at its discretion, accept any payments offered "for use and occupancy only", and proceed with the eviction.

Only the Executive Director (or his/her designee) has the authority to exercise these options once legal action begins.

XVIII. Resident Eviction Expenses

Once a judgment is obtained against a resident, the resident may be subject to payment of sheriff's fees, court costs and attorney's fees in effect at the time of the Hearing on Complaint. These costs are included in the full amount due and payable by the resident before the MHB will consider discontinuing legal action. The MHB reserves the right to pursue collection of all amounts properly due from residents evicted or voluntarily vacating MHB premises. The MHB will utilize all available means of collection including referrals to collection agencies and court actions.

XIX. Utility Reimbursement Checks

Utility reimbursement payments will be applied to open charges prior to the issuance of a check to the resident. Utility Reimbursement checks will be mailed out to residents monthly.

XXX. Enforcement of this Policy

This policy is enforced by the staff and legal counsel of the MHB. Only the Executive Director (or his/her designee) has the authority to waive any provision of this policy after careful consideration of the facts in a specific case.

APPENDIX P

MOBILE HOUSING BOARD ASSISTED LIVING FACILITY (ALF)

Assisted Living Facilities:

The Mobile Housing Board (MHB) administers an Assisted Living Facility (ALF) of one (1) and two (2) bedroom units which combine the concepts of public housing and non-institutional facilities and provide programs and supportive services for low-income elderly and frail persons who needs assistance with activities for daily living. The ALF is regulated by the State of Alabama Department of Public Health, Chapter 420-5-4 and Code of Alabama, 1975, Sections 22-21-20, et. seq. Admission and continued occupancy of MHB's ALF is subject to the following requirements:

1. Applicants

- a. Project-Based Waiting List applicants interested in residing in the ALF must qualify in accordance to Section VI – Eligibility for Admission and Processing of Applications, Part F, Screening Applicants for Admission, of the MHB Admission and Continued Occupancy Policy (ACOP) and the ALF Admission Criteria detailed in item # 2 below.
- b. ALF interested and qualified applicants will be selected from the Project-Based Waiting List for one (1) or two (2) bedroom units, in the ranking order as stated in Section VI, Part E, The Preference System, of the MHB ACOP. The Waiting List Management provisions contained in Section VI, Part C, Establishing and Maintaining the Waiting List, of the MHB ACOP applies to ALF applicants.

2. ALF Admission Criteria

- a. An ALF applicant must be a single person who is at least sixty two (62) years old, or two (2) persons, both of whom are least sixty two (62) years old and living together,
- b. Must meet MHB eligibility criteria for public housing applicants, and;
- c. Must meet the State of Alabama Department of Public Health Admission and Retention requirements, Chapter 420-5-4-.06, Part (6). (Copy available at the Management Office).

3. Transfers to ALF

Requests of transfers to an ALF of existing interested and qualified residents of Project-Based developments are subject to the provisions under Section IX – Transfer Policy, of the MHB ACOP and the ALF Admission Criteria detailed in item # 2 above. Residents requesting transfers to the ALF will receive priority over applicants requesting to reside in the ALF.

4. ALF Preference

ALF applicants are subject to the ranking preference established in this appendix.

APPENDIX P

MOBILE HOUSING BOARD ASSISTED LIVING FACILITY (ALF)
PRIORITY DETERMINATION CHART

Family Name _____

Bedroom Size Authorization _____

VERIFICATION OF ASSISTED LIVING FACILITY ELIGIBILITY 40

ELDERLY (62+) 20

NUMBER OF ACTIVITIES OF DAILY LIVING (ADL) (for which applicant needs assistance)

5 _____ 30

4 _____ 20

3 _____ (minimum) 10

LIVING IN THE CITY OF MOBILE 10

Date _____

Total Points _____

APPENDIX Q

MOBILE HOUSING BOARD RESIDENT ID CARD POLICY

Resident identification cards may be issued to residents of the MHB as a security measure in an effort to reduce loitering and trespassing that may occur on MHB property.

Every member of the household who is thirteen (13) years of age or older will be issued and carry at all times his/her Resident ID Card. Residents must show their ID cards to authorized MHB representatives or the police upon request. Charges to replace lost ID's are \$7.00 per card.

Management must be informed within 30 days if any household member moves out of the unit. In addition, his/her MHB Resident ID Card must be returned to the office. Failure to do so will result in a penalty charge of \$25.00 per ID.

The resident's applicable family member photo ID card will be taken at no expense to the resident. The card will contain the following information in addition to the photo:

- name of resident
- name of development/complex
- address
- expiration date

The expiration date of the Resident ID Card will be in four (4) year increments. The ID's will be renewed during scheduled annual re-certifications.

Residents who transfer from one address to another will require new resident identification cards.